

Resolution 8 -2024

RESOLUTION AUTHORIZING COUNTY ATTORNEY TO SIGN RELEASE TO PARTICIPATE IN GLOBAL OPIOID SETTLEMENT WITH KROGER

WHEREAS, pursuant to C.R.S. § 30-10-302, the Board of County Commissioners of the County of Montezuma, State of Colorado (“BOCC”), has the authority to establish rules related to the Boards’ business; and

WHEREAS, the Colorado Department of Law has filed lawsuits against opioid manufacturers, distributors, and others, leading to settlement funds to address the opioid epidemic; and

WHEREAS, participating local governments receiving settlement funds operate under the Colorado Opioids Settlement Memorandum of Understanding, which was approved by Montezuma County on October 5, 2021; and

WHEREAS, as part of the Board’s approval of the Colorado MOU, the Board, in conjunction with the Colorado Department of Law, previously noted that the Colorado MOU was intended to be a vehicle to address any future settlements that may arise; and

WHEREAS, Montezuma County and Participating Local Governments have entered an Intergovernmental Agreement (“Regional Agreement”) incorporating the provisions of the Colorado MOU in order to create the Southwest Opioid Response District (“SWORD”) to receive and administer their Regional Share; and

WHEREAS, the State of Colorado has reached settlement agreement with Kroger (Global Opioid Settlement Agreement attached as Exhibit K); and

WHEREAS, the Board believes that it is in the best interests of Montezuma County’s citizens to participate in this settlement; and

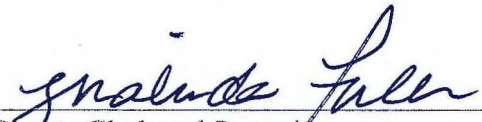
WHEREAS, the Colorado Local Government opioid participation form contained in Exhibit K must be signed in order for Montezuma County to participate in the settlement through SWORD.

NOW, THEREFORE, be it resolved that the Board of County Commissioners of Montezuma County hereby approves Montezuma County’s participation in the Kroger Global Opioid settlement.


BE IT FURTHER RESOLVED that the County Attorney is authorized to sign Exhibit K and any additional documents necessary to carry out the will of the Board.

Approved and adopted this 6th day of August, 2024.

BOARD OF COUNTY COMMISSIONERS,
MONTEZUMA COUNTY, COLORADO



County Clerk and Recorder
Montezuma County, Colorado



Gerald Koppenhafer



Kent Lindsay



Jim Candelaria

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Montezuma County	State: Colorado
Authorized Official: Ian MacLaren	
Address 1: 109 West Main Street, Room 135	
Address 2:	
City, State, Zip: Cortez, Colorado 81321	
Phone: (970) 564-4174	
Email: imaclaren@co.montezuma.co.us	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: 

Name: Ian MacLaren

Title: Montezuma County Attorney

Date: August 6, 2024

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Montezuma County, CO
Reference Number: CL-790014

TO COLORADO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL POLITICAL SUBDIVISIONS TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT WITH KROGER. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with The Kroger Co. ("*Settling Defendant*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Colorado is participating in the Kroger settlement.

Thanks to the collaboration of Colorado's counties and municipalities, Colorado maximized its settlement proceeds from previous opioid settlements, and we are now asking that you review and sign-on to this settlement so that Colorado can maximize its share of these funds.

All opioid settlement funds that are received as a result of the settlement will follow the same Colorado Opioid Settlement Memorandum of Understanding that was signed in 2021. Completing the participation forms does not change your decision to "opt-out" to direct funds to the Region, or to "opt-in" to receive your direct allocation.

To review your Colorado local government decisions to receive or redirect funds, please see the Colorado Opioid Settlement Dashboard Local Government page at: coag.gov/opioids/dashboard/local.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is

sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign:* Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign:* DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Colorado Attorney General's Opioid Response Unit at Opioids@coag.gov or 720-508-6904.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: Montezuma County	State: CO
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
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6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

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8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
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General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

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



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

Signature: _____

Name: _____

Title: _____

Date: _____





Board of County Commissioners

County Commissioners:
Jim Candelaria
Kent Lindsay
Gerald Koppenhafer
County Administrator:
Travis Anderson

109 West Main, Room 260
Cortez, CO 81321
(970) 565-8317
(970) 565-3420 Fax

AGENDA

DATE: August 6, 2024

REGULAR MEETING

9:00 A.M. Minutes

Planning

9:00am

1. The Planning Department will present for signatures a Zoning Variance submitted by **Bill F. Ragland & Sons**, on property located at TBD Hwy 184, Dolores, CO, consisting of 156.99 acres, more or less, located south of Hwy 184 and east of Road 23.5, situated in Section 3, Township 37N, Range 16W, N.M.P.M., and **Stoner Top, Inc.**, on property located at 23966 Hwy 184, Dolores, CO, consisting of 15.68 acres, more or less, located south of Hwy 184 and east of Road 23.5, situated in Section 9, Township 37N, Range 16W, N.M.P.M.
2. The Planning Department will present for signatures a Mylar for a Boundary Line Adjustment, submitted by **Bill F. Ragland & Sons**, on property located at TBD Hwy 184, Dolores, CO, consisting of 156.99 acres, more or less, located south of Hwy 184 and east of Road 23.5, situated in Section 3, Township 37N, Range 16W, N.M.P.M., and **Stoner Top, Inc.**, on property located at 23966 Hwy 184, Dolores, CO, consisting of 15.68 acres, more or less, located south of Hwy 184 and east of Road 23.5, situated in Section 9, Township 37N, Range 16W, N.M.P.M.
3. The Planning Department will present for signatures a Setback Variance, submitted by **Barbara Benavidez, LeAnn Siglin & Kenneth Gallegos**, on property located at 14852 Road 29, Dolores, CO, consisting of 11.84 acres, more or less, located south of Road 29, west of Road 29.75, situated in Section 33, Township 37N, Range 15W, N.M.P.M.

Other items may be discussed.

Public Comment Session

The Board of Montezuma County Commissioners welcomes you to this meeting. Persons speaking during Public Comment will be limited to three minutes, or depending on the number of people wishing to speak, it may be reduced to allow all members of the public the opportunity to address the board. When addressing the Board, please state your name and address for the record prior to providing your comments. Comments to individual Supervisors or staff are not permitted. Participants may not yield their time to others.

Unfinished Business

Kroger National Opioid Settlement
Secure Transportation Service Permit ·
2024 Gaming Impact Grant
Resolution authorizing Montezuma County's Joinder in lawsuit
against the State of Colorado regarding severance tax fund

County Attorney Report - Ian MacLaren
County Administrator Report - Travis Anderson
County Commissioners Report

IN ADDITION the Board of County Commissioners shall conduct such further business as may come before said meeting.
Please Note: Except for the start time and public hearings, all other times are approximate only.