CITY OF CHARLESTON
West Virginia

Council Member – 12th WARD

Joseph Jenkins
839 Gordon Drive
Charleston, West Virginia 25303
304-575-9202
joseph.jenkins@cityofcharleston.org

Finance Committee, Chair
Parking Committee, Chair
Ordinance and Rules Committee

AGENDA
FINANCE COMMITTEE MEETING
Monday, July 17, 2023
6:30 PM
AV ROOM #308, CITY HALL, CHARLESTON, WV
AVAILIABLE TO VIEW VIA LIVESTREAM AT https://charlestonwv.civicclerk.com/web/home.aspx

I. DISCUSSION:

a. Approval of Previous Minutes 7-3-2023

II. RESOLUTIONS:

a. Resolution No. 842-23 - Authorizing the Mayor or City Manager to enter into a renewal of the Agreement with Suttle and Stalnaker to conduct a Single Audit for the City of Charleston for Fiscal Year 2023.

b. Resolution No. 843-23 - Authorizing the Mayor or City Manager to purchase an annual renewal of the Charleston Police Department's record management software from Tritech Software Systems.

c. Resolution No. 844-23 - Authorizing the Mayor or City Manager to purchase a fire engine from Atlantic Emergency Solutions where the purchase price was provided through a competitively sourced government contract.

d. Resolution No. 845-23 - Proclaiming that the Council for the City of Charleston acknowledges and accepts the terms and conditions of the settlement agreements with Amneal Pharmaceuticals and Mylan Pharmaceuticals as part of the West Virginia statewide opioid settlement agreements.

e. Resolution No. 846-23 - Authorizing the Mayor or City Manager to purchase 25 Automated External Defibrillator AED from Strkyer Medical in the amount of for the Charleston Fire Department.

f. Resolution No. 847-23 - Authorizing the Mayor or City Manager to purchase one mini-packer refuse collection truck from West Virginia Tractor Company.

g. Resolution No. 848-23 - Authorizing settlement of pending disputed claims against the City in the matter known as Darrell Mullins v. City of Charleston, as recommended by the City Solicitor.

h. Resolution No. 849-23 - Authorizing approval of Amendment No. 1 of the FY 2023-2024 General Fund Budget.

i. ~~Resolution No. 850-23 - Authorizing approval of Amendment No. 1 of the FY 2023—2024 Coal Severance budget.~~ removed 7-14-2023

j. Resolution No. 851-23 - Authorizing the Mayor or City Manager to enter into a contract with McClanahan Construction Company for the 2023 Concrete Sidewalk & Accessible Ramp Project.

***Meetings may be recorded and broadcast via internet https://charlestonwv.civicclerk.com**

MINUTES
FINANCE COMMITTEE MEETING
7:50 A.M., JULY 3, 2023
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 7:50 a.m., July 3, 2023.

A silent roll was taken by the Clerk and a quorum was established. The following committee members were present:

Joseph Jenkins, Chair
Larry Moore
Chad Robinson
Shawn Taylor

Absent:
Brent Burton, Vice Chair
Becky Ceperley
Mary Beth Hoover

Other Councilmembers present:
Frank Annie
Chelsea Steelhammer
Joe Solomon

I. <u>DISCUSSION:</u>

a. <u>Approval of Previous Minutes</u> - Councilmember Taylor asked for unanimous consent to dispense with the reading of the minutes for the June 21, 2023 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

a. Resolution No. 841-23 – Authorizing the Mayor or City Manager to purchase 20 model year 2023 Ford police interceptor SUVs from Thornhill Ford Lincoln in the amount of $848,980.00, where the purchase price was determined through a competitively sourced statewide contract.

   Be it Resolved by the Council of the City of Charleston, West Virginia:

   Authorizing the Mayor or City Manager to purchase 20 model year 2023 Ford police interceptor SUVs from Thornhill Ford Lincoln in the amount of $848,980.00, where the purchase price was determined through a competitively sourced statewide contract.

City Manager, Ben Mishoe, added that last year the City was authorized to order 16 vehicles for the Police Department, but were only able to get 7. Thornhill Ford Lincoln has an excess of the needed vehicles available. While the new vehicles are a different color, there is a plan as to how they will be rotated into the current fleet.

From the audience, Councilmember Steelhammer confirmed with Mishoe that the new color is a metallic grey/blue compared to the current light grey.

Councilmember Taylor moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 841-23 approved.

Councilmember Robinson motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 842-23

Introduced in Council: July 17, 2023

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 842-23 - Authorizing the Mayor or City Manager to enter into a renewal of the Agreement with Suttle and Stalnaker to conduct a Single Audit for the City of Charleston for Fiscal Year 2023 in the amount of $86,400 in accordance with Federal OMB Circular A-133. This amount includes $80,000 to Suttle & Stalnaker for the audit contract and $6,400 to the West Virginia State Auditor's Office for a processing fee.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is hereby authorized to enter into a renewal of the Agreement with Suttle and Stalnaker to conduct a Single Audit for the City of Charleston for Fiscal Year 2023 in the amount of $86,400 in accordance with Federal OMB Circular A-133. This amount includes $80,000 to Suttle & Stalnaker for the audit contract and $6,400 to the West Virginia State Auditor's Office for a processing fee.

Municipality of Charleston
FY 2021 - 2023

RFP# 21-028
Return Contract by: **07/30/2021**

UNIFORM CONTRACT TO AUDIT/REVIEW LOCAL GOVERNMENT FINANCIAL STATEMENTS

(Form Prescribed by the WV State Auditor)
Uniform Contract Agreement Between:

(Local Government Name and Address/**the "Entity"**)

The City of Charleston
501 Virginia Street East
Charleston, West Virginia 25301

and

(CPA Name & Address /**the "CPA"**)
Suttle & Stalnaker, PLLC
The Virginia Center
1411 Virginia Street, East
Suite 100
Charleston, West Virginia 25301

1. It is agreed by the parties hereto that this contract shall include paragraphs 1 through 19 inclusive as set forth on pages 1-3 inclusive hereof, and all matters set forth on such pages are hereby expressly made a part of this agreement.

2. If an audit is performed, the CPA shall express an opinion on the fair presentation of the entity's financial statements prepared in conformity with generally accepted accounting principles or other comprehensive basis of accounting. The CPA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. Additionally, if a Single Audit is required, as defined in section 1.6 of the *Procedures Manual for Procuring and Conducting Audits and Reviews of Local Governments*, then such Single Audit shall be performed in accordance with OMB. If a review is performed, the CPA shall express that a review was conducted in accordance with Statements on Standards for Attestation Engagements and *Government Auditing Standards* issued by the Comptroller General of the United States.

3. It is agreed that time is of the essence under this contract. All audits/reviews shall be performed and all reports, documents, audit documentation, and materials to be completed and submitted by the CPA hereunder shall be completed and submitted by the date set forth in paragraph 18, or by an extension date authorized in writing by the Chief Inspector. Such date shall hereinafter be termed the issue date or the completion date. It is agreed that the failure to submit the audit/review report within the specified time period determined with regard to any properly executed and authorized extension of time constitutes a breach of contract as of such date and that such breached contracts are subject to the penalty provisions contained in the *Procedures Manual for Procuring and Conducting Audits and Reviews of Local Governments.* Each audit year must list a separate due date. If the audit period encompasses more than three years, use two contracts. Each contract must be signed and filled out completely.

4. It is agreed that the contract herein referred to represents the entire and integrated agreement between the Entity (auditee), and the CPA (auditor), and supersedes all prior negotiations, representations, or agreements whether written or oral. The *Procedures Manual for Procuring and Conducting Audits and Reviews of Local Governments* and the written audit proposal of the firm selected are by reference incorporated into the contract. The contract may only be amended by written agreement of the Chief Inspector, the CPA, and the Entity. Nothing herein precludes the issuance of a standard governmental audit engagement/arrangement letter. However, said letter may not alter or modify any provision of the proposal, procedures manual or this contract.

5. It is agreed that the CPA bears ultimate responsibility for determining, and will conduct and submit the audit and report for, the type of audit/review required of the entity in accordance with the requirements as specified in section 1.6 of the *Procedures Manual for Procuring and Conducting Audits and Reviews of Local Governments.* It is agreed that the stated contract price is all inclusive and will not be adjusted except for unusual situations which require a significant expansion to the scope of the audit/review. In such case the CPA shall immediately notify the Chief Inspector in writing, providing documentation of the factors and the requested amount of fee adjustment. Such fee adjustments are subject to the review, revision and approval of the Chief Inspector.

6. It is agreed that the CPA's relationship with the entity is limited to that of an independent contractor/vendor. As such, the entity has the right to seek redress to recover damages or losses arising directly out of error, omission, negligent act or the failure to exercise due professional care on the part of the CPA, its subcontractor and/or joint venture parties.

7. The Uniform Contract shall be construed, interpreted and the rights of all parties determined in accordance with the laws of the State of West Virginia. The CPA further shall obey or satisfy all lawful rules, regulations, and requirements issued or promulgated under the laws of any duly authorized State or Federal officials.

8. It is agreed that the CPA shall remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for all payments of any contributions or taxes for social security, unemployment benefits, workers' compensation benefits, pensions and annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by the CPA on work performed under any Chief Inspector approved Uniform Contract to Audit/Review Financial Statements. The CPA shall indemnify and hold harmless the entity and the Chief Inspector from any contributions, taxes or liability referred to in this article.

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and

(CPA Name & Address /**the "CPA"**)
Suttle & Stalnaker, PLLC
The Virginia Center
1411 Virginia Street, East
Suite 100
Charleston, West Virginia 25301

9. It is agreed that the Entity shall pay to the CPA the consideration (excluding the Chief Inspector process fee) specified under this contract as stated in paragraph 19 of this contract within 30 days of receipt of the audit/review report by the Chief Inspector. Should payment of such consideration be delayed for any reason, other than breach of contract by the CPA, or unsatisfactory performance of this contract by the CPA, as determined by the Chief Inspector, the Entity agrees to pay interest at a rate of ten percent, compounded annually, on all amounts due to the CPA or the Chief Inspector under this contract from the date such consideration or fee should have been paid until such consideration or fee is paid in full. All parties agree that liability to pay the fee herein set forth is solely that of the Entity. However, in the event that the Chief Inspector exercises the right to reject all or any part of the audit report as specified in paragraph 11 of this contract, the Entity may suspend payment of all consideration and fees set forth in this contract until the report is deemed sufficient by the Chief Inspector.

10. It is agreed that the Entity shall pay the Chief Inspector's process fee as stated in paragraph 19. Such fee shall be paid directly to the Chief Inspector Division and payment will be made within 30 days of being invoiced by the Chief Inspector.

11. It is agreed by all parties hereto that the Chief Inspector may at any time prior to completion of performance of this contract prescribe departures from the aforesaid standards, statements, guidelines, procedures or guides which shall be followed. The Chief Inspector shall have the right to reject, for good cause shown, all or any portion of the audit and working papers of the CPA.

12. If this contract is breached in any way by the CPA, no consideration or payments of any type shall be paid or payable to the CPA. There shall be no consideration paid or payable for partial performance of the contract, and all money, partial payments or considerations paid to the CPA as full or partial, direct or indirect consideration under this contract prior to or subsequent to any breach of this contract by the CPA shall be returned to the Entity in full with ten percent interest, compounded annually, calculated for the period from the time the CPA gained control of such money to the time of repayment in full.

13. The terms of this contract shall not be amended without the express written approval of the Chief Inspector.

14. It is agreed that if this contract is for multiple years, the contract shall be subject to annual renewal or termination. Contract periods must correspond with time periods stipulated on the Chief Inspector Division bid list. Annual renewal shall be by formal motion of the entity's governing body on or after July 1 of the then current fiscal year. Provided, that the Entity may terminate the contract at any time in accordance with section 1.15 of the *Procedures Manual for Procuring and Conducting Audits and Reviews of Local Governments*. The Chief Inspector will determine on a case by case basis if no payment, partial, or full payment is due to the CPA firm for work performed under any Chief Inspector approved Uniform Contract to Audit/Review Financial Statements.

15. Termination shall be by written notice via certified mail to all parties within 90 days prior to the close of the forthcoming fiscal year audit/review. The Chief Inspector retains the right to terminate the contract for forthcoming years at any time or for any reason. Conditions for renewal or termination are specified in section 1.15 of the Procedures Manual for Procuring and Conducting Audits and Reviews of Local Governments incorporated into this contract by paragraph 4.

16. The type of audit or review (use code A, B or C) to be performed by the CPA, subject to the provisions of paragraph 5, is as follows:

Year	**2021**	Year	**2022**	Year	**2023**
Type	**A**	Type	**A**	Type	**A**

A-Single Audit in accordance with OMB
B-Financial and Compliance Audit in accordance with *Government Auditing Standards* issued by the U.S. Comptroller General
C-Financial and Compliance Review

17. The audit of the Entity shall be for the period(s) stipulated in paragraph 16 of this agreement. If this contract includes future audit years, this contract shall be subject to annual renewal or termination in accordance with the provisions of paragraph 14. ALL CONTRACT PERIODS MUST CORRESPOND WITH THE PERIOD STIPULATED ON THE CID BID LIST

Municipality of Charleston
FY 2021 - 2023

RFP# 21-028
Return Contract by: 07/30/2021

UNIFORM CONTRACT TO AUDIT/REVIEW LOCAL GOVERNMENT FINANCIAL STATEMENTS

(Form Prescribed by the WV State Auditor)
Uniform Contract Agreement Between:

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The City of Charleston
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Charleston, West Virginia 25301

and

(CPA Name & Address /the "CPA")
Suttle & Stalnaker, PLLC
The Virginia Center
1411 Virginia Street, East
Suite 100
Charleston, West Virginia 25301

18. The completion date referred to in paragraph 3 must be the 15th, end of the month, or subsequent March 24th.

Year	2021	Year	2022	Year	2023
Completion Date	12/15/2021	Completion Date	12/15/2022	Completion Date	12/15/2023

19. The total consideration to the CPA referred to in paragraph 9 shall be outlined below.
An additional 8% process fee referred to in paragraph 10 shall be remitted to the Chief Inspector Division.

Year	2021	Year	2022	Year	2023
Nonaudit Service Fee*	$	Nonaudit Service Fee*	$	Nonaudit Service Fee*	$
Audit Fee	$ 76,000	Audit Fee	$ 78,000	Audit Fee	$ 80,000
Total	$ 76,000	Total	$ 78,000	Total	$ 80,000
Process Fee	$ 6,080	Process Fee	$ 6,240	Process Fee	$ 6,400

*If the CPA determines that management does not possess suitable skill, knowledge, or experience, the firm will not be obligated to complete nonaudit services. In this case, the nonaudit service fee may be adjusted through the use of the Amendment to the Audit/Review Contract Agreement.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—The firm must complete the Anti-Lobbying Certification when (1) a firm's bid exceeds $100,000 (total for all years, inclusive of nonaudit service fees and the 8% Chief Inspector processing fee); and (2) any fee associated with the audit contract is being solicited under a federal award. The firm as represented by the undersigned certifies to the Entity that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement, the firm as represented by the undersigned certifies that they have completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions as amended by the Government wide Guidance for New Restrictions on Lobbying, 61 Fed. 1413 (1/19/96).

The City of Charleston
Entity Name
Jonathan Storage, City Manager
Name and Title (Please print)

Signature
July 13, 2021
Date
jonathan.storage@cityofcharleston.org
Email Address

Suttle & Stalnaker, PLLC
Firm Name
Chris Lambert, Member
Name and Title (Please print)
Chris Lambert
Signature
July 13, 2021
Date
cslambert@suttlecpas.com
Email Address

After the contract form is completed and signed by the Entity and the CPA, return the original copy and the other required documents to: West Virginia State Auditor's Office, Chief Inspector Division, 1900 Kanawha Blvd. E., Bldg. 1, Room W-100, Charleston, WV 25305.

CONTRACT APPROVED BY THE DEPUTY STATE AUDITOR OR BY AN AUTHORIZED DESIGNEE AS CHIEF INSPECTOR:

Michelle Hodge, Audit Procurement Manager
Name and Title (Please print)
Michelle Hodge
Signature
7-27-21
Date

Resolution No. 843-23

Introduced in Council: July 17, 2023

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 843-23 - Authorizing the Mayor or City Manager to purchase an annual renewal of the Charleston Police Department's record management software from Tritech Software Systems for $76,543.55.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is hereby authorized to to purchase an annual renewal of the Charleston Police Department's record management software from Tritech Software Systems for $76,543.55.

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **$2,500 or more**. A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON

Purchase Request

Date: 7/6/2023

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies:

Renewal of software maintenance contract for the CPD records management system.

Purchase justification:

Needed to keep software and hardware up to date.

If approved, the total purchase price will be: $76,543.55

(Check One)

☐ The price is less than the $25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the $25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).

☒ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

1. Tritech Software Systems Price Quote: $76,543.55

2. ______________________ Price Quote: $______________

3. ______________________ Price Quote: $______________

4. ______________________ Price Quote: $______________

5. ______________________ Price Quote: $______________

The apparent low-bid vendor *meeting specifications* is: Tritech Software Systems

AND

☒ The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with ______________________ because:

____

____

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

ITEM A (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:
This is a software renewal on Tritech Records Management system so they are the sole source. Original Purchase C.A. 12/19/2016 from Zuercher(name changed to Central Square & Tritech is subsidiary).

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

*(Name & Phone Number)*______________________

REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) ______________________________

____

L.F.

Request Submitted By: Lisa Fisher for CPD Department: City Manager's Office

Is this purchase being paid with grant funds? ☐ Yes ☒ No

****

Funds Approval: ______________________ Date: 7/6/2023

Authorized Financial Officer

Account Number: 001-700-00-000-2-216 (budgeted)

City Manager Approval: ______________________ Date: ______________

3

Revenue Tr@cking System

Main Menu \ Account/Contractor Status Inquiry

Basic Account Information

Account ID #	31688	**Business and Occupation Active:**	
Account Name:	TRITECH SOFTWARE SYSTEMS	**Business License Active:**	No
DBA:		**City Services Fee Active:**	No
Status:	ACTIVE	**Status Date:**	02/11/2021
Date Entered RTS:	02/11/2021	**Date Start:**	01/01/2011
Location Code:	OUTSIDE	**SIC:**	7372
Phone Number:	(407) 304-3235	**Cell Number:**	
Contact Name:	FRANCESCA ROGERS		

Account Physical Address

Attention To:

Address 1: 1000 BUSINESS CENTER DRIV

Address 2:

City, State: LAKE MARY, FL 32746

Account Mailing Address

Address Type: Account Physical Address

Lookup Results :

Trace Number: 66142

Results: The Account is allowed to have transactions

RETURN TO INQUIRE

Logged in User:Fisher, Lisa   Thursday, June 29 2023   Logout

CENTRALSQUARE

Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

Renewal Order #: Q-137288
Start Date: August 29, 2023
End Date: August 28, 2024
Billing Frequency: Yearly
Subsidiary: Tritech Software Systems

Renewal Order prepared for:
Greg Lucas, Sergeant
Charleston Police Department
501 Virginia Street East
Charleston, WV 25301
(304) 348-6472

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Administration Server License	1	2,273.00 USD
2.	Extend Adapter License	1	636.87 USD
3.	Mobile Server License	1	3,636.79 USD
4.	Mobile NCIC Client License	40	0.00 USD
5.	Mobile Records Client License	40	6,910.88 USD
6.	Portal Server License	1	3,000.54 USD
7.	Records Server License	2	21,824.42 USD
8.	Records - N-DEx Adapter (IA IEPD)	1	0.00 USD
9.	Property and Evidence Extend Client License	2	127.63 USD
10.	Records - WV Crime Reporting (UCR) Interface	1	0.00 USD
11.	Reporting Server License	1	0.00 USD
12.	Zuercher Suite - Time Synchronization Interface	1	0.00 USD
13.	Zuercher Suite - WEAPON/NCIC Interface (Basic Queries)	1	2,121.85 USD

WHAT HARDWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Zuercher Suite Production GIS Server (Virtualized Server, OS,	1	3,273.67

Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

	Software, Analytics, Installation & Testing)		
2.	Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)	1	1,454.95
3.	Zuercher Suite Production Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	1	10,003.50
4.	Zuercher Suite Training/Testing Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	1	6,547.33
5.	Zuercher Suite Warm Standby GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)	1	3,273.67
6.	Zuercher Suite Warm Standby NCIC Server (Virtualized Server, OS, Installation & Testing)	1	1,454.95
7.	Zuercher Suite Warm Standby Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	1	10,003.50

Renewal Order Total: 76,543.55 USD

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.

CITY OF CHARLESTON
Police Department
Purchase Request Form

Date: 29-Jun-23 Purchase Order #:

Vendor: Tritech Software Systems Phone #: 800-727-8088

Contact: Mabel Joss (mabel.joss@centralsquare.com) Fax:

Address: 1000 Business Center Drive Lake Mary FL 32746
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
1	Administration Server License	$2,273.00	$2,273.00
1	Extend Adapter License	$636.87	$636.87
1	Mobile Server License	$3,636.79	$3,636.79
40	Mobile NCIC Client License	$0.00	$0.00
40	Mobile Records Client License	$172.77	$6,910.88
1	Portal Server License	$3,000.54	$3,000.54
2	Records Server License	$10,912.21	$21,824.42
1	Records - N- Dex Adapter (IA IEPD)	$0.00	$0.00
2	Property and Evidence Extend Client License	$63.82	$127.63
1	Records - WV Crime Reporting (UCR) Interface	$0.00	$0.00
1	Reporting Server License	$0.00	$0.00
1	Zuercher Suite - Time Synchronization Interface	$0.00	$0.00
1	Zuercher Suite - WEAPON/NCIC Interface (Basic Queries)	$2,121.85	$2,121.85
1	Zuercher Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)	$3,273.67	$3,273.67
1	Zuercher Suite Production NCIC Server (Virtulized Server, OS, Installation & Testing)	$1,454.95	$1,454.95
1	Zuercher Suite Production Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	$10,003.50	$10,003.50
1	Zuercher Suite Training/Testing Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	$6,547.33	$6,547.33
1	Zuercher Suite Warm Stanby GIS Server (Virtualized Server, OS, Installation & Testing)	$3,273.67	$3,273.67
1	Zuercher Suite Warm Stanby NCIC Server (Virtualized Server, OS, Installation & Testing)	$1,454.95	$1,454.95
1	Zuercher Suite Warm Standby Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	$10,003.50	$10,003.50
		TOTAL	$76,543.55

Requested By: Corporal Greg Lucas Date: 29-Jun-23

Purpose of Request: Zuercher software update/maintenance

Division Commander:
☐ Denied ☑ Approved Date:

Bureau Commander:
☐ Denied ☐ Approved Date:

Chief of Police:
☐ Denied ☑ Approved Date: 6/29/20

Budget Officer:
☐ Denied ☐ Approved Date:

Council Action Date: Account:

Form CPDPR Revised 05/20/05

Resolution No. 843-23

Introduced in Council: July 17, 2023

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

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Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is hereby authorized to to purchase an annual renewal of the Charleston Police Department's record management software from Tritech Software Systems for $76,543.55.

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **$2,500 or more**. A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON

Purchase Request

Date: 7/6/2023

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: Renewal of software maintenance contract for the CPD records management system.

Purchase justification: Needed to keep software and hardware up to date.

If approved, the total purchase price will be: $76,543.55

(Check One)

☐ The price is less than the $25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the $25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).

☒ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

1. Tritech Software Systems Price Quote: $76,543.55

2. ______________________ Price Quote: $__________

3. ______________________ Price Quote: $__________

4. ______________________ Price Quote: $__________

5. ______________________ Price Quote: $__________

The apparent low-bid vendor *meeting specifications* is: Tritech Software Systems

AND

☒ The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with ______________________ because:

____

____

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

ITEM A (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:

This is a software renewal on Tritech Records Management system so they are the sole source. Original Purchase C.A. 12/19/2016 from Zuercher(name changed to Central Square & Tritech is subsidiary).

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

*(Name & Phone Number)*______________________

REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) ______________________________

____

L.F.

Request Submitted By: Lisa Fisher for CPD Department: City Manager's Office

Is this purchase being paid with grant funds? ☐ Yes ☒ No

****

Funds Approval: ______________________ Date: 7/6/2023

Authorized Financial Officer

Account Number: 001-700-00-000-2-216 (budgeted)

City Manager Approval: ______________________ Date:______________

3

Revenue Tr@cking System

Main Menu \ Account/Contractor Status Inquiry

Basic Account Information

Account ID # 31688
Account Name: TRITECH SOFTWARE SYSTEMS
DBA:
Status: ACTIVE
Date Entered RTS: 02/11/2021
Location Code: OUTSIDE
Phone Number: (407) 304-3235
Contact Name: FRANCESCA ROGERS

Business and Occupation Active:
Business License Active: No
City Services Fee Active: No
Status Date: 02/11/2021
Date Start: 01/01/2011
SIC: 7372
Cell Number:

Account Physical Address

Attention To:
Address 1: 1000 BUSINESS CENTER DRIV
Address 2:
City, State: LAKE MARY, FL 32746

Account Mailing Address

Address Type: Account Physical Address

Lookup Results :

Trace Number: 66142
Results: The Account is allowed to have transactions

RETURN TO INQUIRE

Logged in User:Fisher, Lisa Thursday, June 29 2023 Logout

CENTRALSQUARE

Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

Renewal Order #: Q-137288
Start Date: August 29, 2023
End Date: August 28, 2024
Billing Frequency: Yearly
Subsidiary: Tritech Software Systems

Renewal Order prepared for:
Greg Lucas, Sergeant
Charleston Police Department
501 Virginia Street East
Charleston, WV 25301
(304) 348-6472

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Administration Server License	1	2,273.00 USD
2.	Extend Adapter License	1	636.87 USD
3.	Mobile Server License	1	3,636.79 USD
4.	Mobile NCIC Client License	40	0.00 USD
5.	Mobile Records Client License	40	6,910.88 USD
6.	Portal Server License	1	3,000.54 USD
7.	Records Server License	2	21,824.42 USD
8.	Records - N-DEx Adapter (IA IEPD)	1	0.00 USD
9.	Property and Evidence Extend Client License	2	127.63 USD
10.	Records - WV Crime Reporting (UCR) Interface	1	0.00 USD
11.	Reporting Server License	1	0.00 USD
12.	Zuercher Suite - Time Synchronization Interface	1	0.00 USD
13.	Zuercher Suite - WEAPON/NCIC Interface (Basic Queries)	1	2,121.85 USD

WHAT HARDWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Zuercher Suite Production GIS Server (Virtualized Server, OS,	1	3,273.67

Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

	Software, Analytics, Installation & Testing)		
2.	Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)	1	1,454.95
3.	Zuercher Suite Production Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	1	10,003.50
4.	Zuercher Suite Training/Testing Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	1	6,547.33
5.	Zuercher Suite Warm Standby GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)	1	3,273.67
6.	Zuercher Suite Warm Standby NCIC Server (Virtualized Server, OS, Installation & Testing)	1	1,454.95
7.	Zuercher Suite Warm Standby Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	1	10,003.50

Renewal Order Total: 76,543.55 USD

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.

CITY OF CHARLESTON
Police Department
Purchase Request Form

Date: 29-Jun-23 Purchase Order #:

Vendor: Tritech Software Systems Phone #: 800-727-8088

Contact: Mabel Joss (mabel.joss@centralsquare.com) Fax:

Address: 1000 Business Center Drive Lake Mary FL 32746
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
1	Administration Server License	$2,273.00	$2,273.00
1	Extend Adapter License	$636.87	$636.87
1	Mobile Server License	$3,636.79	$3,636.79
40	Mobile NCIC Client License	$0.00	$0.00
40	Mobile Records Client License	$172.77	$6,910.88
1	Portal Server License	$3,000.54	$3,000.54
2	Records Server License	$10,912.21	$21,824.42
1	Records - N- Dex Adapter (IA IEPD)	$0.00	$0.00
2	Property and Evidence Extend Client License	$63.82	$127.63
1	Records - WV Crime Reporting (UCR) Interface	$0.00	$0.00
1	Reporting Server License	$0.00	$0.00
1	Zuercher Suite - Time Synchronization Interface	$0.00	$0.00
1	Zuercher Suite - WEAPON/NCIC Interface (Basic Queries)	$2,121.85	$2,121.85
1	Zuercher Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)	$3,273.67	$3,273.67
1	Zuercher Suite Production NCIC Server (Virtulized Server, OS, Installation & Testing)	$1,454.95	$1,454.95
1	Zuercher Suite Production Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	$10,003.50	$10,003.50
1	Zuercher Suite Training/Testing Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	$6,547.33	$6,547.33
1	Zuercher Suite Warm Stanby GIS Server (Virtualized Server, OS, Installation & Testing)	$3,273.67	$3,273.67
1	Zuercher Suite Warm Stanby NCIC Server (Virtualized Server, OS, Installation & Testing)	$1,454.95	$1,454.95
1	Zuercher Suite Warm Standby Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	$10,003.50	$10,003.50
		TOTAL	$76,543.55

Requested By: Corporal Greg Lucas Date: 29-Jun-23

Purpose of Request: Zuercher software update/maintenance

Division Commander:
☐ Denied ☑ Approved Date:

Bureau Commander:
☐ Denied ☐ Approved Date:

Chief of Police:
☐ Denied ☑ Approved Date: 6/29/20

Budget Officer:
☐ Denied ☐ Approved Date:

Council Action Date: Account:

Form CPDPR Revised 05/20/05

Resolution No. 845-23

Introduced in Council: July 17, 2023

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 845-23 - Proclaiming that the Council for the City of Charleston acknowledges and accepts the terms and conditions of the settlement agreements with Amneal Pharmaceuticals, Inc. and Mylan Pharmaceuticals, Inc. as part of the West Virginia statewide opioid settlement agreements relating to opioid-related claims made on behalf of the State of West Virginia and its political subdivisions, and authorizing the Mayor or City Manager to execute the West Virginia Local Government Election and Release Forms acknowledging and agreeing to such terms, which are attached to, and incorporated in, the settlement agreements.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Council for the City of Charleston proclaims that it acknowledges and accepts the terms and conditions of the settlement agreements with Amneal Pharmaceuticals, Inc. and Mylan Pharmaceuticals, Inc. as part of the West Virginia statewide opioid settlement agreements relating to opioid-related claims made on behalf of the State of West Virginia and its political subdivisions, and authorizes the Mayor or City Manager to execute the West Virginia Local Government Election and Release Forms acknowledging and agreeing to such terms, which are attached to, and incorporated in, the settlement agreements.

SETTLEMENT AGREEMENT

I. OVERVIEW

This Settlement Agreement dated as of May 25, 2023, sets forth the terms and conditions of a settlement between and among the Plaintiffs (defined below) and Amneal (defined below) to resolve opioid-related Claims (defined below) against Amneal asserted in various actions filed by local governments in West Virginia.

Amneal has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as, or construed to be, an admission or concession of any violation of law, statute, rule, or regulation, or of any other matter of law, or of any liability or wrongdoing, all of which Amneal expressly denies. No part of this Agreement, including its exhibits, statements, and commitments shall constitute evidence of any liability, fault, or wrongdoing by Amneal.

II. DEFINITIONS

A. "*Action*" means the lawsuits filed by Plaintiffs pending in either *In re Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) or in the consolidated multidistrict proceedings bearing MDL 2804 (Northern District of Ohio).

B. "*Alleged Harms*" means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of opioid Products, including those State and Local Government expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused, in part, by Amneal.

C. "*Agreement*" and "*Settlement Agreement*" mean this Settlement Agreement together with the Exhibits thereto.

D. "*Bar*" means (1) a ruling by the highest court of the State setting forth the general principle that no Local Governments in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Local Governments in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Bar.

E. "*Case-Specific Resolution*" means either (1) a law barring specified Local Governments from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (2) a ruling by a court of competent jurisdiction over a particular Local Government that has the legal effect of barring the Local Government from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) a release consistent with Section VII below. For the avoidance of doubt, a law, ruling, or release that is considered or predicated upon a post-Effective Date payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Case-Specific Resolution.

F. "*Claim*" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

G. "*Common Benefit Fund Commissioner*" means the Honorable Christopher C. Wilkes, acting with the authority granted to him pursuant to the Court's Order Authorizing Common Benefit Fund and Appointing Common Benefit Fund Commissioner, dated October 4, 2021 (Transaction ID 66985632), and the Court's Order Establishing Common Benefit Fund, dated November 4, 2021 (Transaction ID 67071292).

H. "*Consent Judgment*" means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the State Court Dismissal and Federal Court Dismissal templates attached hereto as Exhibits

E(1) and E(2), respectively, which provide for, among other things, the release set forth below, the dismissal with prejudice of any Released Claims that the State has brought against Released Entities, and the dismissal with prejudice of all other Actions pending before the Court, on the terms and conditions specified herein.

I. "*Counsel*" means a solo practitioner, multi-attorney law firm, or other legal representative of the Local Governments which are Plaintiffs in this Action.

J. "*Court*" means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) and the consolidated multidistrict proceedings bearing MDL 2804 (Northern District of Ohio).

K. "*Covered Conduct*" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) in any line of business arising from or relating in any way to: (1) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs or campaigns relating to any Product or class of Products; (2) the characteristics, properties, risks or benefits of any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders placed with any Releasee; (4) the purchasing, selling, acquiring, disposing of, importing, exporting, applying for quota for, procuring quota for, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to, precursor or component Products, including, but not limited to, natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, active pharmaceutical ingredients, drug substances or any related intermediate Products; (5) diversion control programs or suspicious order monitoring (SOM), or any SOM program or policy; (6) any representations made by Releasee or any of its agents to any governmental agency with respect to any of the activities identified in the immediately preceding subsections (1)-(5).

L. "*Amneal*" means (i) Amneal Pharmaceuticals, Inc., (ii) Amneal Pharmaceuticals LLC, (iii) Amneal Pharmaceuticals of New York, LLC, (iv) all of their respective past and present direct or indirect parents, subsidiaries, including Impax Laboratories, Inc., divisions, affiliates, joint ventures, predecessors, successors, assigns, and insurers (in their capacity as such, regardless of when acquired or divested), and (v) all of the foregoing respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys, and insurers of the foregoing entities and persons referenced in the preceding clauses (i), (ii), and (iii).

M. "*Effective Date*" means the date on which Amneal makes the first payment described in Section III.A.

N. "*Execution Date*" means the date on which this Agreement is executed by the last Party to do so.

O. "*Finality*" means:

1. the Agreement and the Consent Judgment have been approved and entered by the Court as to Amneal, including the release of all Released Claims against Released Entities as provided in this Agreement; and

2. (a) the time for appeal or to seek review of or permission to appeal from such approval and entry has expired; or (b) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described above have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).

P. "*Settlement Product*" means FDA approved pharmaceutical products manufactured by Amneal and provided to Plaintiffs at no cost. These products may include but are not limited to medication assisted therapy drugs or overdose reversal drugs.

Q. "*Later Litigating Local Government*" means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that is not a Litigating Local Government as of the Execution Date and that files a lawsuit bringing a Released Claim against a Released entity, or that adds such a claim to a pre-existing lawsuit, after the Execution Date. It may also include a Litigating Local Government whose Claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the Execution Date, when such Litigating Local Government takes any affirmative step in its lawsuit other than seeking a stay or removal.

R. "*Litigating Local Government*" means any Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that brought any Released Claims against one or more Released Entities on or before the Execution Date that were not separately resolved prior to that date. Exhibit A includes Litigating Local Governments identified by the Parties as of the Execution Date but is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for "Litigating Local Governments" are subsequently identified.

S. "*Litigation Cost Amount*" has the meaning specified in Section III.A below.

T. "*Local Government*" means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity, as further described in W. Va. Code §§ 7-1-1 *et seq.*, and §§ 8-1-1 *et seq.* A list of Local Governments is attached as Exhibit B. For the avoidance of doubt, "Local Government" does not include special districts or school boards.

U. "*Non-Litigating Local Government*" means a Local Government that is neither a Litigating Local Government nor a Later Litigating Local Government.

V. "*Non-Participating Local Government*" means a Local Government that is not a Participating Local Government.

W. "*Participation Date*" means one hundred twenty (120) days after the Agreement is executed.

X. "*Participating Local Government*" means a Local Government that signs the Election and Release Form annexed as Exhibit C and meets the requirements for becoming a Participating Local Government under subsection VII.A or VII.C.

Y. "*Plaintiff*" means the Litigating Local Governments in West Virginia, specifically by virtue of those cases filed on behalf of Barbour County, Berkeley County Council, Boone County Commission, Cabell County Commission, Fayette County Commission, Grant County, Greenbrier County Commission, Hardy County, Jefferson County Commission, Kanawha County Commission, Mason County, Mineral County, Monroe County, Morgan County Commission, Preston County, Pocahontas County Commission, Taylor County, Tucker County, Webster County, Town of Addison, Village of Barboursville, Town of Belington, Town of Delbarton, City of Grafton, Town of Junior, Town of Matewan, City of Mullens, Town of Oceana, City of Philippi, City of Point Pleasant, Town of Belle, Town of Chesapeake, Town of Madison, City of Nitro, Pendleton County, Town of Romney, Town of Star City, City of South Charleston, City of White Sulphur Springs, City of Beckley, City of Charles Town, City of Huntington, City of Vienna, and the City of Fairmont.

Z. "*Product*" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. "Product" also includes: (1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and (2) a combination or "cocktail" of any stimulant or other prescription drug or chemical substance, including without limitation muscle relaxers, prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, "Product" does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentianil, or any variant of these substances or any similar substance. For the avoidance of doubt, the term Product defined herein is not related to the definition of Settlement Product.

AA. "*Qualified Settlement Fund*" means the West Virginia Qualified Settlement Fund contemplated by this Agreement, into which the Settlement Sum shall be paid and which shall be established under the authority and jurisdiction of the Court in accordance with the requirements of 26 C.F.R. § 1.468B-1.

BB. "*Qualified Settlement Fund Administrator*" means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by the Court. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator's duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator's fees and costs, will be set forth by Court Order.

CC. "*Released Claims*" means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by the State or any of its Litigating Local Governments in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by West Virginia or any of its Local Governments, or any Releasors (whether or not West Virginia or such Local Government or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that "Released Claims" be interpreted broadly. This Agreement does not release Claims by private individuals. While the State and Releasors take no position on the availability of such defense, in any action arising from or relating to such Claims or the Covered Conduct, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Payments required herein serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. For the avoidance of doubt, this Agreement does not release claims asserted in *State of Connecticut, et al. v. Aurobindo Pharma USA, Inc.*, et al., Civil Action No. 17-CV-3768 (E.D. Pa.) or *State of Connecticut, et al. v. Teva Pharmaceuticals USA, Inc., et al.,* Civil Action No. 19-CV-2407 (E.D. Pa.). Released Claims is also used herein to describe Claims brought by a Later Litigating Local Government or other non-party Local Government that would have been Released Claims if they had been brought by a Releasor against a Released Entity prior to the Execution Date.

DD. "*Released Entities*" means (i) Amneal; (ii) all of the foregoing entities' respective past and present, direct or indirect: parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such) and all of their respective past and present, direct or indirect, parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct); and (iii) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct) of each of the foregoing entities and persons referenced in clauses (i) through (iii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims. Any person or entity described in subsections (vii)-(viii) shall be a Released entity solely in the capacity described in such clause with respect to Released Claims and Covered Conduct and shall not be a Released Entity with respect to its conduct in any other capacity.

EE. "*Releasors*" means each Participating Local Government.

FF. "*Remediation Amount*" has the meaning specified in Section III.A below. This agreement does not impose any costs or obligations on Amneal other than those specifically provided for in the Agreement.

GG. "*Settlement Sum*" means the total sum to be paid pursuant to this Agreement by or on behalf of Amneal and all Released Entities as specified in Section III.A below. Neither Amneal nor any Released Entity shall be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.A below.

HH. "*State*" means the State of West Virginia, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.

III. CONSIDERATION TO BE PROVIDED BY AMNEAL

A. *Settlement Sum*. The Settlement Sum is $700,000.00. The Settlement Sum shall be inclusive of (1) the Litigation Cost Amount attributable to reimbursement of the Plaintiffs' reasonable attorney fees, costs, and expenses incurred through the Execution Date in connection with their Claims against Amneal and the Released Entities in the Actions, and to be disbursed as provided by the Court; and (2) the Remediation Amount attributable to the Alleged Harms, which shall be used to fund opioid abatement and treatment activities throughout the State. On or before the Participation Date, the Plaintiffs shall provide to Amneal Election and Release Forms (in the form annexed as Exhibit C) demonstrating that (1) at least 94% of the population of Litigating Local Governments, (2) at least 94% of Counties, and (3) at least 94% of the population of Non-Litigating Local Governments as of the Participation Date have become Participating Local Governments (collectively, the "Participation Threshold"). For the avoidance of doubt, the requirement that Amneal pay the Settlement Sum pursuant to this Agreement shall become binding only upon the Plaintiff's provision to Amneal of Election and Release Forms demonstrating that it has met the Participation Threshold. The Settlement Sum shall by paid by Amneal into the Qualified Settlement Fund, over a period of two years via wire transfer pursuant to wiring instructions provided by Counsel for Plaintiffs. Such Settlement Sum shall be paid in accordance with the following schedule:

Date	Amount
August 1, 2023	$175,000.00
February 26, 2024	$175,000.00
August 1, 2024	$175,000.00
February 24, 2025	$175,000.00

B. *Other Payments by Releasees*. Other than the Payment described in Section III.A, none of the Released Entities shall have any obligation to make any further or additional money payment under this Agreement.

C. *Contribution of Settlement Product*. In addition to the Payment described in Section III.A, Amneal will also provide, at no cost to Plaintiffs, agreed upon pharmaceutical products (Settlement Product) with a value based upon wholesale acquisition cost of one million dollars ($1,000,000). The Settlement Product shall be subject to appropriate dispensing, licensing, dosage, ordering, shipping, storage, etc., and shall be fulfilled over a two-year period beginning from the Execution Date of this Agreement.

1. Subject to Amneal's good faith and reasonable efforts to meet the logistical requirements necessary to commence manufacturing of the needed increase in units, and continuing for a period of two (2) years thereafter, Plaintiffs may place orders with Amneal for Settlement Product, to be supplied by Amneal to one facility per order at no cost to Plaintiffs, designated by Plaintiffs, as more fully described in Exhibit F. The Settlement Product will be valued as follows:

   a) For purposes of calculating the Settlement Product to be provided under the terms of this Agreement, the quantity of any order of Settlement Product shall be calculated based on Amneal's wholesale acquisition cost ("WAC") for Settlement Product as of the Effective Date. In the event that the WAC becomes lower following the Effective Date, the Parties agree to discuss in good faith any changes to the supply logistics for Settlement Product in Exhibit F, as reasonably necessary.

   b) The total value of all orders placed by Plaintiffs shall not exceed $1,000,000.00 at WAC. Amneal may reject any order that, if fulfilled, would cause the total value of all Settlement Product delivered to Plaintiffs, calculated as described in Section C.1, to exceed this amount, in which case Amneal shall have no obligation to fulfill or deliver the order, and Plaintiffs shall reduce the order to an amount that does not exceed $1,000,000.00 total for all orders by Plaintiffs.

   c) In the event of Amneal's inability to supply any order made by Plaintiffs for Settlement Product, Amneal shall promptly provide written notice to Plaintiffs. Amneal and Plaintiffs shall meet and confer within seven (7) days of such written notice to establish a commercially reasonable plan to resolve any inability to supply as quickly as reasonably possible.

2. The Settlement Product shall be distributed in accordance with Exhibit F.

3. Plaintiffs shall not be permitted to return to Amneal any Settlement Product under any circumstances other than a recall of the Settlement Product initiated by Amneal or FDA, in which case Amneal's sole obligation shall be to supply the same number of Settlement Product units to replace the recalled product.

4. Plaintiffs are solely responsible for the Settlement Product and compliance with all applicable federal, state and local statutes, ordinances, regulations and other laws with respect to the Settlement Product, including proper storage, transport and dispensing of the Settlement Product after delivery by Amneal to Plaintiffs receiving facility.

D. *Consent Judgment.* As soon as practicable following the Effective Date, and prior to the Initial Payment (i.e., the first payment date listed in Section III.A), Plaintiff shall file in the Court a proposed Dismissal Order approved by the Court effectuating the dismissal with prejudice, as to Amneal and all other Released Entities, and the Actions of Participating Local Governments pending before the Court. The Dismissal Order shall further provide that, notwithstanding the dismissal, the Court shall retain jurisdiction to determine the allocation of the Settlement Sum. The Parties shall confer and agree as to the final form and time of filing of the Dismissal Order prior to its filing with the Court.

IV. INTRA-STATE ALLOCATION AND DISBURSEMENT OF REMEDIATION AMOUNT

When the appropriate Orders are issued, the Qualified Settlement Fund Administrator shall allocate and distribute the Remediation Amount to the State and Participating Local Governments as provided in the Order of the Panel and the West Virginia First Memorandum of Understanding, attached as Exhibit D.

V. CESSATION OF LITIGATION ACTIVITIES

It is the Parties' intent that any and all litigation activities in the Actions relating to Claims against the Released Entities shall immediately cease as of the Execution Date, and that Claims against the Released Entities shall not be included in the trial of any action against any other defendant.

VI. RELEASE AND DISMISSAL

A. *Scope.* As of the Effective Date, (1) the Released Entities shall be, and hereby are, released and forever discharged from all of the Releasors' Released Claims, and (2) the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) shall be deemed to have absolutely, unconditionally, and irrevocably released, discharged, waived, and covenanted not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for, any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement 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 and all liability and expense arising from or relating in any way to the Released Claims and extend to the full extent of the power of the State, its Attorney General, and each Releasor to release claims. The Release shall be, and is, a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement*

1. *Statement of Intent.* It is the intent of the Parties that:

a. Released Entities shall not seek indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;

b. The Initial Payment and the Subsequent Payments shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), and each Releasor expressly waives its right to seek reallocation to Amneal pursuant to W. Va. Code § 55-7-13C(d) of any amount that the Releasor is unable to collect from any other party held to be liable to the Releasor;

c. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

d. It is expressly understood and agreed that the Parties have entered into this Agreement in good faith. In accordance with the Supreme Court of Appeals of West Virginia's decisions in *Board of Education of McDowell County v. Zando, Martin & Milstead, Inc.*, 182 W. Va. 597, 390 S.E.2d 796 (1990), and *Smith v. Monongahela Power Co.*, 189 W. Va. 237, 429 S.E.2d 643 (1993), it is the intent of the Releasors and the Released Entities that by making this good faith settlement of a disputed matter, the Released Entities are hereby relieved from any liability for Covered Conduct of a non-Party under any theory, including on the basis of contribution, indemnity or other claim-over (a "*Claim-Over*").

e. The provisions of this subsection VI.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. *Non-Party Settlement.* To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include) in the Non-Party Settlement, unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Amneal in subsection VI.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection VI.B.2, or any Releasor files a Non-Party Covered Conduct Claim against a non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection VI.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, Amneal and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that the Released Entities are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Amneal under this Settlement Agreement).

C. *General Release.* In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releasor does not know or suspect to exist in the Releasor's favor as of the Effective Date that, if known by the Releasor, would have materially affected the State's or any Participating Local Government's decision to provide the general release contemplated by this Section VI.C. A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive and fully, finally, and forever settle, release and discharge, 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 State's decision to enter into the Agreement or the Participating Local Governments' decision to participate in the Agreement.

D. *Cooperation.* Releasors (a) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (b) will cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

E. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.

F. *Representation and Warranty.* On or before the Participation Date, the State will provide an election and release form confirming that the State will settle and release (1) its claims; (2) all past and present executive departments, agencies, divisions, boards, commissions and instrumentalities of the State with the regulatory authority to enforce state and/or federal controlled substances acts; and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or suspension or revocation of a license to distribute or dispense controlled substances or to operate as a wholesale distributor or pharmacy. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor (including without limitation the West Virginia Board of Pharmacy, the West Virginia Board of Medicine, the West Virginia Department of Health and Human Resources, the West Virginia Office of Health Facility Licensure and Certification, the West Virginia Office of the Insurance Commissioner, and the West Virginia Public Employees Insurance Agency). Also, for the purposes of clause (3), a release from the State's Attorney General is sufficient to demonstrate that the appropriate releases have been obtained.

G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among any Local Government, or any other Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Sum or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Sum or any portion thereof.

H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims not related to Covered Conduct that are not asserted in any proceeding to be dismissed pursuant to the Agreement, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by individuals for damages for any alleged personal injuries arising out of their own use of a Product, and any Claims arising under the Agreement for enforcement of the Agreement. While the Plaintiffs take no position on the availability of such defenses, in any action arising from or relating to the Covered Conduct or the Alleged Harms, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Payments serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others.

I. *Dismissal of Actions.* The State and Participating Local Governments with Actions pending before the Court as of the Effective Date shall have their Claims against Amneal and any other Released Entities dismissed as part of the Consent Judgment to be entered pursuant to Section III.D above. Participating Local Governments with Actions pending in other courts as of the Effective Date shall dismiss (or if necessary move to dismiss) their Actions as to Amneal and any other Released Entities within fourteen (14) business days of the Effective Date. All dismissals required by this Agreement shall be with prejudice and with each Party to bear its own costs.

VII. PARTICIPATION BY LOCAL GOVERNMENTS

A. *Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments.* A Litigating Local Government or Later Litigating Local Government may become a Participating Local Government prior to the Participation Date either by (1) executing an Election and Release Form (Exhibit C); or (2) having its claims extinguished by operation of law.

B. *Notice.* As soon as practicable after the announcement of the Agreement, Plaintiff shall send notice to all Local Governments in the State eligible to participate in the settlement and the requirements for participation. Such notice may include publication, email, and other standard forms of notification.

C. *Requirements for Becoming a Participating Local Government: Non-Litigating Local Governments.* A Non-Litigating Local Government may become a Participating Local Government prior to the Participation Date either (1) by executing an Election and Release Form (Exhibit C) specifying (a) that the Local Government agrees to the terms of this Agreement pertaining to Participating Local Governments, (b) that the Local Government releases all Released Claims against all Released Entities, and (c) that the Local Government submits to the jurisdiction of the Court for purposes limited to the Court's role under the Agreement, or (2) by having their claims extinguished by operation of law or released by the State's Office of the Attorney General.

D. *Representation With Respect to Local Government Participation.* Plaintiffs' counsel represent and warrant that they have a good faith belief that (a) all Litigating Local Governments, (b) all Counties, and (c) all Non-Litigating Local Governments that are Class I or II Local Governments, will become Participating Local Governments. Plaintiffs' counsel acknowledge the materiality of the foregoing representation and warranty. Further, Plaintiffs' counsel will use their best efforts to secure participation by all Local Governments within the State, including all Litigating Local Governments and all Non-Litigating Local Governments.

E. *Representation With Respect to State Abatement Claims.* The Plaintiffs represent and warrant that the Remediation Amount being paid in this Agreement for Alleged Harms shall be used to fund opioid abatement and treatment activities throughout the State, and that the Settlement is intended to release any and all Claims against Amneal for abatement within the State. The Plaintiffs acknowledge the materiality of the foregoing representation and warranty.

F. *Representation With Respect to Claims by Later Litigating Local Governments.* The Plaintiffs represent and warrant that, if any Later Litigating Local Government brings any Released Claim(s) against any Released Entity after the Execution Date, the Plaintiffs will take appropriate steps to cease the litigation as soon as reasonably possible. Depending on facts and circumstances, such steps may include intervening in the Action to move to dismiss or otherwise terminate the Later Litigating Local Government's Claims as to the Released Entities in the Action, commencing a declaratory judgment or other action that establishes a Bar to the Later Litigating Local Government's Claims as to the Released Entities, or other means.

G. Non-Participating Local Governments shall be ineligible to receive any portion of the Settlement Sum.

1. Counsel believes the Settlement Agreement to be fair and has made and will make best efforts to recommend that each of his or her Local Government clients become Participating Local Governments.
2. Counsel submits to the jurisdiction of the Court for purposes of the application, knowingly and expressly agrees to be bound by the determination of the Court with respect to allocation of the Litigation Cost Amount, and waives the ability to appeal that determination.

VIII. ENFORCEMENT AND DISPUTE RESOLUTION

A. This Agreement shall only be enforceable by Amneal and the Plaintiffs.

B. If either the Plaintiffs or Amneal believes the other is not in compliance with any term of this Agreement, then that Party shall (1) provide written notice to the other Party specifying the reason(s) why it believes the other is not in compliance with the Agreement; and (2) allow the other Party at least thirty (30) days to attempt to cure such alleged non-compliance (the "*Cure Period*"). In the event the alleged noncompliance is cured within the Cure Period, the other Party shall not have any liability for such alleged non-compliance. In the event of a dispute regarding whether a Party has cured its non-compliance within the Cure Period, The Parties by and through their counsel shall meet and confer within thirty (30) days after the conclusion of the Cure Period to attempt to resolve the dispute. If the dispute is not resolved, the Parties may bring an action to enforce the terms of the Agreement in Court. The Parties consent to the jurisdiction of the Court for the limited purpose of resolution of disputes identified in this Section and in Section IX.

IX. MISCELLANEOUS

A. *No Admission of Liability.* The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Amneal and Plaintiffs and between the Released Entities and all Releasors. Amneal is entering into this Settlement Agreement solely for the purposes of settlement and to resolve all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Amneal denies the allegations in the Actions and denies any civil or criminal liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Amneal of: (1) any violation of any law, regulation, or ordinance; (2) any fault, liability, or wrongdoing; (3) the strength or weakness of any Claim or defense or allegation made in the Action, or in any other past, present or future proceeding relating to any Covered Conduct; (4) the legal viability of the claims and theories in the Actions, including but not limited to the legal viability of the relief sought; or (5) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product in accordance with applicable laws and regulations.

B. *Use of Agreement as Evidence.* Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (1) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any Claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (2) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Agreement, and except that Released Entities may file or use this Agreement in any action or proceeding (1) involving a determination regarding insurance coverage, (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Settlement Agreement provides full or partial compensation for asserted harms or otherwise satisfies the relief sought.

C. *Use of Evidence at Trial.* Plaintiffs agrees that none of the Released Entities will be a defendant in any trial of any Claims brought by any Releasors within *In re: Opioid Litigation,* Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), and that any evidence that references Released Entities or Products will be used solely against other defendants in such a trial.

D. *Voluntary Settlement.* This Settlement Agreement was negotiated in good faith and at arm's-length over several months, and the exchange of the Remediation Amount and Litigation Cost Amount for the releases set forth herein is agreed to represent appropriate and fair consideration.

E. *Taxes.* For the avoidance of doubt, neither Amneal nor the State or any Participating Local Government make any warranty or representation as to the tax consequences of the Remediation Amount or the Litigation Cost Amount or any portion thereof. Each of the Parties acknowledges, agrees, and understands that it is its intention that, the provision of the Settlement Amount and the Product by Amneal constitutes restitution (or remediation) for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law. The Parties acknowledge, agree and understand that, no portion of the Settlement Amount represents reimbursement to the State, any Participating Subdivision or other person or entity for the costs of any investigation or litigation, and no portion of the Settlement Amount represents or should properly be characterized as the payment of fines, penalties, or other punitive assessments.

F. *Federal, State and Local Laws Prevail.* Nothing in this Agreement shall be construed to authorize or require any action by Amneal in violation of applicable federal, state, or other laws.

G. *No Third-Party Beneficiaries.* Except as to Released Entities, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.

H. *Binding Agreement.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and to the Released Entities.

I. *Choice of Law.* Any dispute arising from or in connection with this Settlement Agreement shall be governed by West Virginia law without regard to its choice-of-law provisions.

J. *No Conflict Intended.* The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.

K. *No Party Deemed to be the Drafter.* None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

L. *Modification.* This Agreement may only be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Amneal may contact the West Virginia Attorney General for purposes of coordinating this process. Modifications must be in writing to be enforceable.

M. *Waiver.* Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

N. *Entire Agreement.* This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

O. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

P. *Severability.* In the event any one or more immaterial provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement. Material provisions are those in Sections III, V, VII, and VIII of this Agreement.

Q. *Notice.* All notices under this Agreement shall be provided to the following via email and Overnight Mail as follows:

1. Notices to Amneal shall be delivered to:
Amneal Pharmaceuticals LLC
400 Crossing Blvd.
Bridgewater, NJ 08807
Attn: General Counsel

With a copy to its counsel:
Paul J. Cosgrove, Esq.
Ulmer & Berne LLP
312 Walnut Street, Suite 1400
Cincinnati, Ohio 45202
pcosgrove@ulmer.com

2. Notices to Plaintiffs shall be delivered to:
Letitia Neese Chafin, Esq.
The Chafin Law Firm, PLLC
P.O. Box 1799
Williamson, WV 25661
Tish@thechafinlawfirm.com

and

James D. Young
Morgan and Morgan

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Jyoung@forthepeople.com

SIGNATURE PAGE FOLLOWS

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Mount Pleasant, SC 29464
Telephone: 843-216-9000

Approved by:

On behalf of Plaintiffs

Jason B. Daly
SVP, Chief Legal Officer

On behalf of Amneal

Exhibit A

Litigating Local Governments

For purposes of the Amneal Settlement Agreement, the Litigating Local Governments include the below. This list may be amended by agreement of the parties.

Counties

1. Barbour County
2. Berkeley County
3. Boone County
4. Cabell County
5. Fayette County
6. Grant County
7. Greenbrier County
8. Hardy County
9. Jefferson County
10. Kanawha County
11. Mason County
12. Mineral County
13. Monroe County
14. Morgan County
15. Pendleton County
16. Preston County
17. Pocahontas County
18. Taylor County
19. Tucker County,
20. Webster County

Cities and Towns

1. Town of Addison
2. Village of Barboursville
3. Town of Belington
4. Town of Delbarton
5. City of Grafton
6. Town of Junior
7. Town of Matewan
8. City of Mullens
9. Town of Oceana
10. City of Philippi
11. City of Point Pleasant
12. Town of Belle
13. Town of Chesapeake

14. Town of Madison
15. City of Nitro
16. Town of Romney
17. Town of Star City
18. City of South Charleston
19. City of White Sulphur Springs
20. City of Beckley
21. City of Charles Town
22. City of Huntington
23. City of Vienna
24. City of Fairmont

Exhibit A-2

EXHIBIT B

LIST OF WEST VIRGINIA COUNTIES, CITIES, TOWNS AND VILLAGES

Counties
Barbour County
Berkeley County
Boone County
Braxton County
Brooke County
Cabell County
Calhoun County
Clay County
Doddridge County
Fayette County
Gilmer County
Grant County
Greenbrier County
Hampshire County
Hancock County
Hardy County
Harrison County
Jackson County
Jefferson County
Kanawha County
Lewis County
Lincoln County
Logan County
Marion County
Marshall County
Mason County
McDowell County
Mercer County
Mineral County
Mingo County
Monongalia County
Monroe County
Morgan County
Nicholas County
Ohio County
Pendleton County
Pleasants County
Pocahontas County
Preston County
Putnam County
Randolph County
Raleigh County
Ritchie County

Roane County
Summers County
Taylor County
Tucker County
Tyler County
Upshur County
Wayne County
Webster County
Wetzel County
Wirt County
Wood County
Wyoming County

Class II Cities
Beckley
Charleston
Clarksburg
Fairmont
Huntington
Martinsburg
Morgantown
Parkersburg
South Charleston
St. Albans
Vienna
Weirton
Wheeling

Class III Cities
Bethlehem
Bluefield
Bridgeport
Buckhannon
Charles Town
Chester
Dunbar
Elkins
Fayetteville
Follansbee
Grafton
Hinton
Hurricane
Kenova
Keyser
Kingwood
Lewisburg
Madison
Milton

Moorefield
Moundsville
New Martinsville
Nitro
Oak Hill
Paden City
Petersburg
Philippi
Pleasant Valley
Point Pleasant
Princeton
Ranson
Ravenswood
Ripley
Shinnston
Spencer
Summersville
Welch
Wellsburg
Weston
Westover
White Sulphur Springs
Williamson
Winfield

Class IV Towns and Villages
Addison (Webster Springs)
Albright
Alderson
Anawalt
Anmoore
Ansted
Athens
Auburn
Bancroft
Barrackville
Bath (Berkeley Springs)
Bayard
Beech Bottom
Belington
Belle
Belmont
Benwood
Bethany
Beverly
Blacksville
Bolivar
Bradshaw

Bramwell
Brandonville
Bruceton Mills
Buffalo
Burnsville
Cairo
Camden-On-Gauley
Cameron
Capon Bridge
Carpendale
Cedar Grove
Ceredo
Chapmanville
Chesapeake
Clay
Clearview
Clendenin
Cowen
Danville
Davis
Davy
Delbarton
Durbin
East Bank
Eleanor
Elizabeth
Elk Garden E
Ellenboro
Fairview
Falling Spring (Renick)
Farmington
Flatwoods
Flemington
Fort Gay
Franklin
Friendly
Gary
Gassaway
Gauley Bridge
Gilbert
Glasgow
Glen Dale
Glenville
Grant Town
Grantsville
Granville
Hambleton
Hamlin

Handley
Harman
Harpers Ferry
Harrisville
Hartford City
Hedgesville
Hendricks
Hillsboro
Hundred
Huttonsville
Iaeger
Jane Lew
Junior
Kermit
Keystone
Kimball
Leon
Lester
Logan
Lost Creek
Lumberport
Mabscott
Man
Mannington
Marlinton
Marmet
Mason
Masontown
Matewan
McMechen
Meadow Bridge
Middlebourne
Mill Creek
Mitchell Heights
Monongah
Montgomery
Montrose
Mount Hope
Mullens
New Cumberland
New Haven
Newburg
North Hills
Northfork
Nutter Fort
Oakvale
Oceana
Parsons

Exhibit B-7

Paw Paw
Pax
Pennsboro
Peterstown
Piedmont
Pine Grove
Pineville
Poca
Pratt
Pullman
Quinwood
Rainelle
Reedsville
Reedy
Rhodell
Richwood
Ridgeley
Rivesville
Romney
Ronceverte
Rowlesburg
Rupert
Salem
Sand Fork
Shepherdstown
Sistersville
Smithers
Smithfield
Sophia
St. Marys
Star City
Stonewood
Sutton
Sylvester
Terra Alta
Thomas
Thurmond
Triadelphia
Tunnelton
Union
Valley Grove
War
Wardensville
Wayne
West Hamlin
West Liberty
West Logan
West Milford

West Union
White Hall
Whitesville
Williamstown
Windsor Heights
Womelsdorf (Coalton)
Worthington

Exhibit B-9

EXHIBIT C

(Amneal)
WEST VIRGINIA LOCAL GOVERNMENT ELECTION AND RELEASE FORM

This Election and Release Form for West Virginia Participating Local Governments (the "Election and Release Form") resolves opioid-related Claims against Amneal under the terms and conditions set forth in the Amneal West Virginia Opioid Settlement Agreement executed on May 25, 2023 (the "Agreement"), the provisions of which are here incorporated by reference in their entirety. Unless otherwise defined below, capitalized terms in this Election and Release Form shall have the same meaning as in the Agreement.

Upon executing this Election and Release Form, a Participating Local Government agrees that, in exchange for the consideration described in the Agreement, the Participating Local Government is bound by all the terms and conditions of the Agreement. By executing this Election and Release Form, the Participating Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) (the "Court"). To the extent the Participating Local Government has asserted Claims against Amneal in Actions that are pending before the Court, the Participating Local Government hereby grants all necessary right and authority to Letitia Neese Chafin, of The Chafin Law Firm, PLLC, in Williamson, WV and Anthony J. Majestro, of Powell & Majestro P.L.L.C., in Charleston, WV, to seek dismissal of the Participating Local Government's Action through the submission of the Consent Judgment as contemplated in the Agreement. If a Participating Local Government's Action is pending in another court as of the Effective Date, the Participating Local Government hereby agrees to dismiss (or if necessary move to dismiss) with prejudice that Action as to Amneal and any other Released Entities within seven (7) business days of the Effective Date.

Dated: ____________________

LOCAL GOVERNMENT

____

BY: ________________________________
(Signature)
PRINTED NAME: ____________________
TITLE: ____________________________
ADDRESS: _________________________
TELEPHONE: _______________________
EMAIL ADDRESS: ___________________

EXHIBIT D

MEMORANDUM OF UNDERSTANDING

WEST VIRGINIA FIRST
MEMORANDUM OF UNDERSTANDING

General Principles

Whereas, the people of the State of West Virginia, its Local Governments and communities, have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

Whereas, certain Local Governments, through their elected representatives and counsel, and the State, through its Attorney General, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the public harms caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State, through its Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance, and malfeasance throughout the State of West Virginia;

Terms

The State and its Local Governments and communities, subject to the completion of formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements and Judgments described herein.

A. Definitions

As used in this Memorandum of Understanding:

1. "Approved Purpose(s)" shall mean evidence-based strategies, programming and/or services used to expand the availability of treatment for individuals affected by substance use disorders and/or addiction, to develop, promote and provide evidence-based substance use prevention strategies, to provide substance use avoidance and awareness education, to engage in enforcement to curtail the sale, distribution, promotion or use of opioids and other drugs, to decrease the oversupply of licit and illicit opioids and to support recovery from addiction to be performed by qualified providers as is further set forth in Exhibit A and Paragraph B(3) below.

2. "Court" is the West Virginia Mass Litigation Panel.

3. "Foundation Share" shall mean Opioid Funds allocated to the Foundation from any settlement or judgment.

4. "Judgment" shall mean a final judgment or verdict in favor of any of the Parties in a judicial proceeding pending in either state or federal court (including Bankruptcy Court) which resolves legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant. Judgment shall not include any judgment on the claims of Cabell County and the City of Huntington which were previously tried in the United States District Court for the Southern District of West Virginia, or any judgment on any claims asserted by the State against a Pharmaceutical Supply Chain Participant arising under federal or state antitrust laws, state criminal laws, or claims asserted pursuant to W. Va. Code, § 9-7-6(c) or for Medicaid reimbursement.

5. "Local Government(s)" shall mean all counties, cities, villages, and towns located within the geographic boundaries of the State.

6. "Local Government Share" or "LG Share" shall mean Opioid Funds allocated directly to Local Governments from any settlement or judgment.

7. "Regional Share Calculation" shall mean each Region's share of Opioid Funds which shall be calculated by summing the individual percentage shares of the Local Governments set forth in Exhibit C for all of the subdivisions in the entire Region as defined in Exhibit B.

8. "Net Opioid Fund" is the Opioid Fund less the Opioid Seed Fund payment.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement or Judgment as defined in this Memorandum of Understanding.

10. "Pharmaceutical Supply Chain" shall mean the process and channels through which opioids are manufactured, marketed, promoted, distributed, or dispensed.

11. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned In re: Opioid Litigation, MDL 2804 pending in the United States District Court for the Northern District of Ohio, the proceedings before the West Virginia Mass Litigation Panel, styled In Re: Opioid Litigation, Civil Action No. 19-C-9000, and relates to conduct occurring prior to the date of this agreement. For the avoidance of doubt, the term Pharmaceutical Supply Chain Participant includes any parent or subsidiary company of any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, and any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, that seeks or has sought protection under the United States Bankruptcy Code.

12. "Settlement" shall mean the negotiated resolution by any of the Parties, of legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Parties. It does not include the Settlements the State and/or the West Virginia Attorney General entered into with any Pharmaceutical Supply Chain Participant prior to December 1, 2021. For the avoidance of doubt McKinsey is included. Settlement shall not include the claims of Cabell County and the City of Huntington, which were previously tried in the United States District Court for the Southern District of West Virginia or settlement of any claims asserted by the State and/or the West Virginia Attorney General against a Pharmaceutical Supply Chain Participant arising under federal or state antitrust laws, state criminal laws, or claims asserted pursuant to W. Va. Code, § 9-7-6(c) or for Medicaid reimbursement.

13. "State Share" shall mean Opioid Funds allocated to the State from any settlement or judgment.

14. "The Parties" shall mean the State and the Local Governments.

15. "Regions" shall mean the division of the Local Governments into six (6) separate areas as set forth in Exhibit B.

16. "The State" shall mean the State of West Virginia acting through its Attorney General.

17. "West Virginia Seed Fund" shall be funded as set forth in Paragraph B(2)(a). The funds are available for use in proper creation and documentation of the West Virginia Opioid Foundation and to fund their start-up work, and subsequent operation.

B. Settlement and Judgment Proceeds

1. The Parties shall organize a private, nonstock, nonprofit corporation for the purposes of receiving and distributing West Virginia Opioid Funds as set forth in Section C. of this MOU ("Opioid Foundation").

2. The Parties shall allocate all Opioid Funds as follows:

    a. Subject to relevant approvals, the State shall pay into the West Virginia Seed Fund the $10,000,000 received from McKinsey & Company as a result of the February 3, 2021, consent judgment with the State.

    b. All other Opioid Funds covered by the agreement shall be allocated as set forth below:

i. 24.5% of the Net Opioid Funds shall be allocated as LG Shares. These LG Shares shall be allocated amongst the Local Governments using the default percentages set forth in Exhibit C. Each county and its inclusive municipalities must either: (a) ratify the default allocation; (b) reach an agreement altering the default allocation; or (c) submit to binding arbitration before Judge Christopher Wilkes (WVMLP Special Master) whose decision will be final and non-appealable.

ii. The Foundation will receive 72.5% of the Net Opioid Funds ("Foundation Share").

iii. The State shall receive 3% of the Net Opioid Funds ("State Share"), by and through the Attorney General, to be held in escrow for expenses incurred related to opioid litigation. If the 3% is not spent by December 31, 2026, then 1% goes to Local Governments and 2% goes to the Opioid Foundation.

3. All Net Opioid Funds, regardless of allocation, shall be used in a manner consistent with the Approved Purposes definition. The LG Share may be used as restitution for past expenditures so long as the past expenditures were made for purposes that would have qualified or were consistent with the categories of Approved Purposes listed in Exhibit A. Prior to using any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action detailing and explaining its use of the funds for restitution. Moreover, up to one-half of the LG Share may be used to provide restitution for monies that were previously expended on opioid abatement activities, including law enforcement and regional jail fees.

4. In the event a Local Government merges, dissolves, or ceases to exist, the relevant shares for that Local Government shall be redistributed equitably based on the composition of the successor Local Government. If a Local Government for any reason is excluded from a specific Settlement or Judgment, the allocation percentage for that Local Government shall be redistributed among the participating Local Governments for that Settlement or Judgment.

5. If the LG Share is less than $500, then that amount will instead be distributed to the county in which the Local Government lies to allow practical application of the abatement remedy.

6. Funds obtained that are unrelated to any Settlement or Judgment with a Pharmaceutical Supply Chain Participant, including those received via grant, bequest, gift, or the like, may be directed to the Opioid Foundation and disbursed as set forth below.

7. The Foundation Share shall be used for the benefit of the people of West Virginia consistent with the by-laws of the Foundation documents and this MOU.

8. Nothing in this MOU alters or changes the Parties' rights to pursue their own claims in litigation, subject to Paragraph E. Rather, the intent of this MOU is to join the Parties together regarding the distribution of the proceeds of settlements with or judgements against Pharmaceutical Supply Chain Participants for the benefit of all West Virginians and ensure that settlement monies are spent consistent with the Approved Purposes set forth in Exhibit A.

9. Any settlement, judgment and/or other remedy arising out of *City of Huntington v. AmerisourceBergen Drug Corporation, et al.* (Civil Action No. 3:17-01362) and/or *Cabell County Commission v. AmerisourceBergen Drug Corporation, et al.* (Civil Action No. 3:17-01665) pending in the United States District Court for the Southern District of West Virginia (Faber, J.) ("CT2") is specifically excluded from this MOU.

C. The Opioid Foundation

1. The Parties shall create a private section 501(c)(3) Opioid Foundation ("Foundation") with a governing board ("Board"), a panel of experts ("Expert Panel"), and such other regional entities as may be necessary for the purpose of receiving and disbursing Opioid Funds and other purposes as set forth both herein and in the documents establishing the Foundation. The Foundation will allow Local Governments to take advantage of economies of scale and will partner with the State to increase revenue streams.

2. Each Region shall create their own governance structure, ensuring that all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the Regional Share Calculation. The Expert Panel may consult with and may make recommendations to Regions on projects, services and/or expenses to be funded. Regions shall have the responsibility to make decisions that will allocate funds to projects, services and/or expenses that will equitably serve the needs of the entire Region.

3. Board Composition

   The Board will consist of 11 members comprising representation as follows:

   a. To represent the interests of the State, five appointees of the governor, subject to confirmation by the Senate. The five appointees are intended to be limited to one from any given Region. If special circumstances are shown, this provision may be waived by a vote of four of the six Local Government members.

   b. To represent the interests of the Local Governments, six members, with one member selected from each Region. The Local Governments in each Region shall make the selection of the board member to represent their region.

4. Board terms will be staggered three-year terms. Board members may be reappointed.

5. Board members shall serve as fiduciaries of the Foundation separate and distinct from any representational capacity of the entity appointing the Board Member. Members of any regional governing structure shall likewise serve as fiduciaries of their Region separate and distinct from any representational capacity of the entity appointing the member.

6. Members of the board should have expertise in a variety of disciplines, such as substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. Drawing Board members from these disciplines will help to ensure that the Board will make appropriate and prudent investments in order to meet short-term and long-term goals.

7. Six members of the Board shall constitute a quorum. Members of the Board may participate in meetings by telephone or video conference or may select a designee to attend and vote if the Board member is unavailable to attend a board meeting.

8. The Foundation shall have an Executive Director appointed by the Attorney General after consultation with the Board. The Board may reject the Attorney General's selection of the Executive Director only on the affirmative vote of eight members of the board. The Executive Director shall have at least six years' experience in healthcare, finance and management and will be responsible for the management, organization, and preservation of the public/private partnership's records. The Executive Director may be removed by the Board upon the concurrence of the votes of three-fourths of the members of the Board. The Executive Director shall have the right to attend all Board meetings unless otherwise excused but shall vote only in the event of a tie.

9. The Board shall appoint the Expert Panel. The Expert Panel should include experts in the fields of substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. The purpose of the Expert Panel is to assist the Board in making decisions about strategies for abating the opioid epidemic in local communities around the state. The Executive Director and any member of the Board shall have the right to attend all meetings of the Expert Panel.

10. The governance of the Board and the criteria to be established for disbursement of funds shall be guided by the recognition that expenditures should insure the efficient and effective abatement of the opioid epidemic, the enforcement of laws to curb the use of opioids, and the prevention of future addiction and substance misuse based upon an intensity and needs basis. All expenditures must be consistent with the categories of Approved Purposes as set forth in Exhibit A hereto.

11. Disbursement of Foundation Share by the Board

a. The Foundation Board shall develop and approve procedures for the disbursement of Opioid Funds of the Foundation consistent with this Memorandum of Understanding.

b. Funds for statewide programs, innovation, research, and education may also be expended by the Foundation from the Foundation Share, from the State Share (as directed by the State), or from sources other than Opioid Funds as provided below.

c. The Foundation shall spend 20% of its annual budget in the six regions during the Foundation's first seven years of funding to be divided according to each Region's fixed Regional Share Calculation. After seven years, all regional spending will be as set forth in Section 11(d), below. Regions may, after consulting with the Expert Panel, expend the sums received under this Section 11(c) for any Approved Purposes.

d. After the Regional Shares are distributed as set forth in Section 11(c), the Disbursement of Funds from the Foundation Share approved for disbursement by the Board for Approved Purposes shall be disbursed based on an evidence-based evaluation of need after consultation with the Expert Panel. The Parties do not intend to require any specific regional allocation of the Foundation Share other than those distributed pursuant to paragraph 11(c).

e. Regions may collaborate with other Regions to submit joint proposals.

f. The proposed procedures shall set forth the role of the Expert Panel in advising the Regions and the Board concerning disbursements of Opioid Funds of the Foundation as set forth in this MOU.

g. Within 90 days of the first receipt of any Opioid Funds and annually thereafter, the Board, after receiving counsel from its investment advisors and Expert Panel, shall determine the amount and timing of Foundation funds to be distributed annually. In making this determination, the Board shall consider: (a) Pending requests for Opioid Funds from communities, entities, or regions; (b) the total Opioid Funds available; (c) the timing of anticipated receipts of future Opioid Funds; (d) non-Opioid funds received by the Foundation; (e) investment income; and (f) long-term financial viability of the Foundation. The Foundation may disburse its principal and interest with the aim towards an efficient, expeditious abatement of the Opioid crisis considering long term and short-term strategies.

12. The Foundation, Expert Panel, and any other entities under the supervision of the Foundation, including the Regions, shall operate in a transparent manner. Meetings

should be open. All operations of the Foundation and all Foundation supervised entities, including the Regions, shall be subject to audit and review by the Attorney General and/or other appropriate State officials.

13. Each Local Government shall submit an annual financial report to the Foundation no later than April 30 of each year specifying the amounts spent on Approved Purposes within the Region during the previous fiscal year. A report for each Region shall be prepared no later than thirty days thereafter. Each Region's report shall incorporate the information disclosed in each Local Government's annual report generated pursuant to Section B (4), above. Each Region's report shall specify (i) the amount of Opioid Funds received, (ii) the amount of Opioid Funds disbursed or applied during the previous fiscal year, broken down by categories of Approved Uses (indicating the name of the recipient, the amount awarded, a description of the use of the award, and disbursement terms), and (iii) impact information measuring or describing the progress of the Approved Use strategies.

14. The Foundation shall publish a consolidated report detailing annual financial expenditures within 15 days of the last day of the state fiscal year covered by the report.

15. The Foundation shall consult with a professional investment advisor to adopt a Foundation investment policy that will seek to assure that the Foundation's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be designed to meet the Foundation's long and short-term goals.

16. The Foundation and any Foundation supervised entity may receive funds including stocks, bonds, real property, government grants, private-sector donations, and cash in addition to the proceeds of the Litigation. These Non-Opioid additional funds shall be subject only to the limitations, if any, contained in the individual award, grant, donation, gift, bequest, or deposit consistent with the mission of the foundation.

D. Payment of Attorneys' Fees and Litigation Expenses

Payment of all Attorneys' Fees and Litigation Expenses shall be awarded consistent with the orders of the Court and upon recommendation of Judge Christopher Wilkes (WVMLP Special Master). Such award shall be final and non-appealable.

E. Authority to Negotiate and Announcing Resolution of Claims

1. The Court has established three case tracks.

    a. Manufacturers and Pharmacy claims are to be coordinated by the office of Attorney General Morrisey and his designated counsel. The Attorney General shall retain the authority over resolution of those claims after consultation and coordination with Local Governments subject to Court approval.

b. The Distributor Claims are to be coordinated by Co-Lead Counsel Paul Farrell, Jr. and Robert Fitzsimmons. The Co-Leads shall retain the authority over resolution of those claims after consultation and coordination with Local Governments and their counsel and the Attorney General and his designated counsel.

2. If there is any resolution of any claim before the Court, it will be announced and presented to the Court jointly by the Attorney General and the Local Governments for Approval.

F. Amendments

The Parties agree to make such amendments as necessary to implement the general principles of this MOU.

EXHIBIT A

SCHEDULE A - CORE STRATEGIES

The Parties shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**").[1]

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 services.

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. 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.

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 and 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

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME

1. Expand comprehensive evidence-based treatment and recovery support for NAS babies;

2. Expand services for better continuation 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 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 expansion 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. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE.

I. LAW ENFORCEMENT

1. Funding for law enforcement efforts to curtail the sale, distribution, promotion or use of opioids and other drugs to reduce the oversupply of licit and illicit opioids, including regional jail fees.

J. RESEARCH

1. Research to ameliorate the opioid epidemic and to identify new tools to reduce and address opioid addiction. Holistically seek to address the problem from a supply, demand, and educational perspective. Ensure tools exist to provide law enforcement with appropriate enforcement to address needs.

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:[2]

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

1. Support treatment of Opioid Use Disorder (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 SUB/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 intervention, treatment, and recovery services, offered by qualified professionals and service providers, including but not limited to faith-based organizations or peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. 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.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

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. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SLTD 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. Dissemination 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. Development and dissemination of 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 following:

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, 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 mediation 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 and support non-profits, faith-based communities, and community coalitions to support, house, and train people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. 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.

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 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, the following:

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 Screening, Brief Intervention and Referral to Treatment (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 on-call teams to begin MAT in hospital emergency departments.

6. 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 and support non-profits and the faith-based 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, the following:

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:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "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;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. 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 OLTD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, 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, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison 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 (CTI), 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, 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, the following:

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. Training for obstetricians or other healthcare personnel that 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; 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 Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and childcare 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. 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. Fund 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, or other recognized Best Practice guidelines, 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. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

   a. Increase the number of prescribers using PDMPs;

   b. 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

   c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individual 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. Increase electronic prescribing to prevent diversion or forgery.

8. Educate 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. Fund 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. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support 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. Engage and support non-profits and faith-based communities as systems to support prevention.

8. Fund 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 of 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 OPIOID-RELATED INJURIES

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

1. Increase 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, and community 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. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop 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. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

10. Support mobile units that offer or provide referrals to 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.

11. Support 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. Educate 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 negative outcomes 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, law enforcement, or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of reducing the oversupply of opioids, 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, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, law enforcement, 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 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 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.

M. <u>LAW ENFORCEMENT</u>

1. Ensure appropriate resources for law enforcement to engage in enforcement and possess adequate equipment, tools, and manpower to address complexity of the opioid problem.

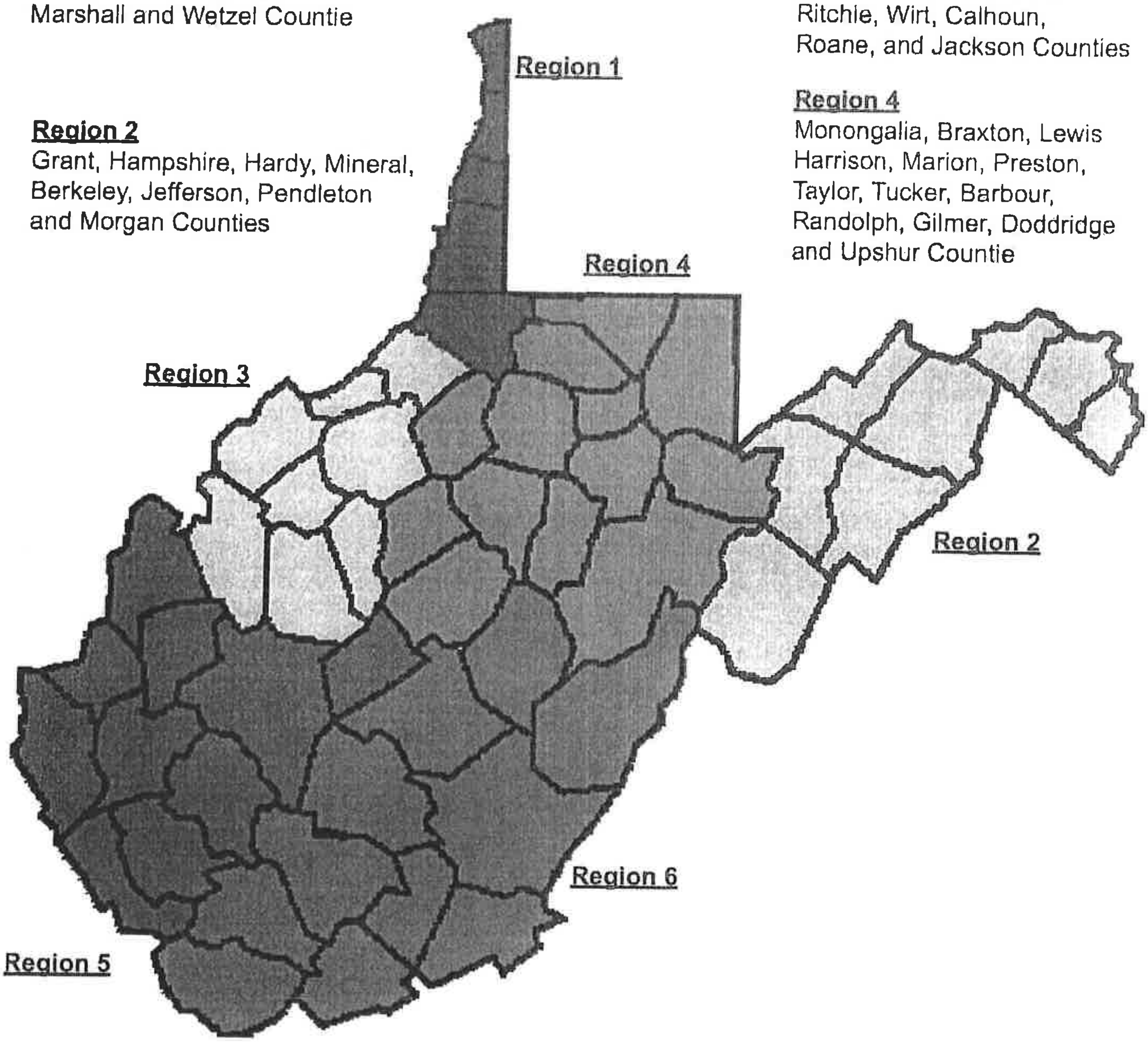
EXHIBIT B.
OPIOID REGIONAL MAP

Region 1
Brooke, Hancock, Ohio
Marshall and Wetzel Countie

Region 2
Grant, Hampshire, Hardy, Mineral,
Berkeley, Jefferson, Pendleton
and Morgan Counties

Region 3
Wood, Tyler, Pleasants,
Ritchie, Wirt, Calhoun,
Roane, and Jackson Counties

Region 4
Monongalia, Braxton, Lewis
Harrison, Marion, Preston,
Taylor, Tucker, Barbour,
Randolph, Gilmer, Doddridge
and Upshur Countie



Region 5
Cabell, Clay, Boone, Kanawha,
Lincoln, Logan, Putnam, Mason,
Mingo, and Wayne Counties

Region 6
Fayette, Monroe, Raleigh, Summers,
Nicholas, Webster, Greenbrier,
Pocahontas, Mercer, Wyoming, and
McDowell Counties

Exhibit C (Allocations to Subdivisions)

Allocation to West Virginia Counties and Municipalities (Including Cabell County and Huntington)

Government Name	County	WV Share (%)
ADDISON TOWN	WEBSTER	0.0174%
ALBRIGHT TOWN	PRESTON	0.0001%
ALDERSON TOWN	GREENBRIER/MONROE	0.0034%
ANAWALT TOWN	MCDOWELL	0.0007%
ANMOORE TOWN	HARRISON	0.0076%
ANSTED TOWN	FAYETTE	0.0022%
ATHENS TOWN	MERCER	0.0003%
AUBURN TOWN	RITCHIE	0.0001%
BANCROFT TOWN	PUTNAM	0.0001%
BARBOUR COUNTY	BARBOUR	0.3541%
BARBOURSVI LLE VILLAGE	CABELL	0.3969%
BARRACKVILLE TOWN	MARION	0.0015%
BATH (BERKELEY SPRINGS) TOWN	MORGAN	0.0062%
BAYARD TOWN	GRANT	0.0000%
BECKLEY CITY	RALEIGH	3.3824%
BEECH BOTTOM VILLAGE	BROOKE	0.0003%
BELINGTON TOWN	BARBOUR	0.0322%
BELLE TOWN	KANAWHA	0.0373%
BELMONT CITY	PLEASANTS	0.0002%
BENWOOD CITY	MARSHALL	0.0070%
BERKELEY COUNTY	BERKELEY	3.2534%
BETHANY TOWN	BROOKE	0.0005%
BETHLEHEM VILLAGE	OHIO	0.0018%
BEVERLY TOWN	RANDOLPH	0.0008%
BLACKSVILLE TOWN	MONONGALIA	0.0002%
BLUEFIELD CITY	MERCER	0.1629%
BOLIVAR TOWN	JEFFERSON	0.0053%
BOONE COUNTY	BOONE	2.8817%
BRADSHAW TOWN	MCDOWELL	0.0011%
BRAMWELL TOWN	MERCER	0.0003%
BRANDONVILLE TOWN	PRESTON	0.0001%
BRAXTON COUNTY	BRAXTON	0.4761%
BRIDGEPORT CITY	HARRISON	0.0694%
BROOKE COUNTY	BROOKE	0.9916%
BRUCETON MILLS TOWN	PRESTON	0.0002%
BUCKHANNON CITY	UPSHUR	0.1513%
BUFFALO TOWN	PUTNAM	0.0008%
BURNSVI LLE TOWN	BRAXTON	0.0026%

Government Name	County	WV Share (%)
CABELL COUNTY	CABELL	3.2406%
CAIRO TOWN	RITCHIE	0.0002%
CALHOUN COUNTY	CALHOUN	0.1604%
CAMDEN-ON-GAULEY TOWN	WEBSTER	0.0002%
CAMERON CITY	MARSHALL	0.0019%
CAPON BRIDGE TOWN	HAMPSHIRE	0.0022%
CARPENDALE TOWN	MINERAL	0.0002%
CEDAR GROVE TOWN	KANAWHA	0.0007%
CEREDO CITY	WAYNE	0.1523%
CHAPMANVILLE TOWN	LOGAN	0.1445%
CHARLES TOWN CITY	JEFFERSON	0.2655%
CHARLESTON CITY	KANAWHA	6.1020%
CHESAPEAKE TOWN	KANAWHA	0.0163%
CHESTER CITY	HANCOCK	0.0070%
CLARKSBURG CITY	HARRISON	1.0317%
CLAY COUNTY	CLAY	0.3062%
CLAY TOWN	CLAY	0.0000%
CLEARVIEW VILLAGE	OHIO	0.0001%
CLENDENIN TOWN	KANAWHA	0.0233%
COWEN TOWN	WEBSTER	0.0011%
DANVILLE TOWN	BOONE	0.0011%
DAVIS TOWN	TUCKER	0.0002%
DAVY TOWN	MCDOWELL	0.0005%
DELBARTON TOWN	MINGO	0.0469%
DODDRIDGE COUNTY	DODDRIDGE	0.2099%
DUNBAR CITY	KANAWHA	0.2648%
DURBIN TOWN	POCAHONTAS	0.0001%
EAST BANK TOWN	KANAWHA	0.0008%
ELEANOR TOWN	PUTNAM	0.0131%
ELIZABETH TOWN	WIRT	0.0043%
ELK GARDEN TOWN	MINERAL	0.0006%
ELKINS CITY	RANDOLPH	0.0293%
ELLENBORO TOWN	RITCHIE	0.0003%
FAIRMONT CITY	MARION	0.6220%
FAIRVIEW TOWN	MARION	0.0007%
FALLING SPRING TOWN	GREENBRIER	0.0000%
FARMINGTON TOWN	MARION	0.0002%
FAYETTE COUNTY	FAYETTE	1.4898%
FAYETTEVILLE TOWN	FAYETTE	0.1659%
FLATWOODS TOWN	BRAXTON	0.0006%
FLEMINGTON TOWN	TAYLOR	0.0000%
FOLLANSBEE CITY	BROOKE	0.0112%
FORT GAY TOWN	WAYNE	0.0294%
FRANKLIN TOWN	PENDLETON	0.0013%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
FRIENDLY TOWN	TYLER	0.0000%
GARY CITY	MCDOWELL	0.0011%
GASSAWAY TOWN	BRAXTON	0.0022%
GAULEY BRIDGE TOWN	FAYETTE	0.0482%
GILBERT TOWN	MINGO	0.0661%
GILMER COUNTY	GILMER	0.1742%
GLASGOW TOWN	KANAWHA	0.0015%
GLEN DALE CITY	MARSHALL	0.0045%
GLENVILLE TOWN	GILMER	0.0153%
GRAFTON CITY	TAYLOR	0.4212%
GRANT COUNTY	GRANT	0.3081%
GRANT TOWN TOWN	MARION	0.0099%
GRANTSVILLE TOWN	CALHOUN	0.0011%
GRANVI LLE TOWN	MONONGALIA	0.1497%
GREENBRIER COUNTY	GREENBRIER	1.3059%
HAMBLETON TOWN	TUCKER	0.0001%
HAMLIN TOWN	LINCOLN	0.0638%
HAMPSHIRE COUNTY	HAMPSHIRE	0.0793%
HANCOCK COUNTY	HANCOCK	1.4621%
HANDLEY TOWN	KANAWHA	0.0006%
HARDY COUNTY	HARDY	0.2555%
HARMAN TOWN	RANDOLPH	0.0002%
HARPERS FERRY TOWN	JEFFERSON	0.0086%
HARRISON COUNTY	HARRISON	1.2029%
HARRISVI LLE TOWN	RITCHIE	0.0041%
HARTFORD CITY TOWN	MASON	0.0001%
HEDGESVILLE TOWN	BERKELEY	0.0001%
HENDERSON TOWN	MASON	0.0002%
HENDRICKS TOWN	TUCKER	0.0001%
HILLSBORO TOWN	POCAHONTAS	0.0001%
HINTON CITY	SUMMERS	0.3727%
HUNDRED TOWN	WETZEL	0.0001%
HUNTINGTON CITY	CABELL/WAYNE	5.9777%
HURRICANE CITY	PUTNAM	0.1943%
HUTTONSVILLE TOWN	RANDOLPH	0.0000%
IAEGER TOWN	MCDOWELL	0.0005%
JACKSON COUNTY	JACKSON	0.7552%
JANE LEW TOWN	LEWIS	0.0009%
JEFFERSON COUNTY	JEFFERSON	1.5882%
JUNIOR TOWN	BARBOUR	0.0032%
KANAWHA COUNTY	KANAWHA	3.2694%
KENOVA CITY	WAYNE	0.1874%
KERMIT TOWN	MINGO	0.0267%
KEYSER CITY	MINERAL	0.0072%

Government Name	County	WV Share (%)
KEYSTONE CITY	MCDOWELL	0.0016%
KIMBALL TOWN	MCDOWELL	0.0019%
KINGWOOD CITY	PRESTON	0.0042%
LEON TOWN	MASON	0.0000%
LESTER TOWN	RALEIGH	0.0281%
LEWIS COUNTY	LEWIS	0.3679%
LEWISBURG CITY	GREENBRIER	0.3556%
LINCOLN COUNTY	LINCOLN	1.2544%
LOGAN CITY	LOGAN	0.4020%
LOGAN COUNTY	LOGAN	3.3874%
LOST CREEK TOWN	HARRISON	0.0000%
LUMBERPORT TOWN	HARRISON	0.0025%
MABSCOTT TOWN	RALEIGH	0.0465%
MADISON CITY	BOONE	0.0525%
MAN TOWN	LOGAN	0.0023%
MANNINGTON CITY	MARION	0.0028%
MARION COUNTY	MARION	0.9568%
MARLINTON TOWN	POCAHONTAS	0.0008%
MARMET CITY	KANAWHA	0.0055%
MARSHALL COUNTY	MARSHALL	0.7851%
MARTINSBURG CITY	BERKELEY	3.2084%
MASON COUNTY	MASON	1.2251%
MASON TOWN	MASON	0.0026%
MASONTOWN TOWN	PRESTON	0.0007%
MATEWAN TOWN	MINGO	0.0652%
MATOAKA TOWN	MERCER	0.0002%
MCDOWELL COUNTY	MCDOWELL	2.9082%
MCMECHEN CITY	MARSHALL	0.0072%
MEADOW BRIDGE TOWN	FAYETTE	0.0004%
MERCER COUNTY	MERCER	0.3393%
MIDDLEBOURNE TOWN	TYLER	0.0002%
MILL CREEK TOWN	RANDOLPH	0.0000%
MILTON TOWN	CABELL	0.1348%
MINERAL COUNTY	MINERAL	0.7740%
MINGO COUNTY	MINGO	2.6736%
MITCHELL HEIGHTS TOWN	LOGAN	0.0010%
MONONGAH TOWN	MARION	0.0026%
MONONGALIA COUNTY	MONONGALIA	1.3605%
MONROE COUNTY	MONROE	0.5234%
MONTGOMERY CITY	FAYETTE/KANAWHA	0.0912%
MONTROSE TOWN	RANDOLPH	0.0001%
MOOREFIELD TOWN	HARDY	0.0084%
MORGAN COUNTY	MORGAN	0.6441%
MORGANTOWN CITY	MONONGALIA	0.1213%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
MOUNDSVILLE CITY	MARSHALL	0.2882%
MOUNT HOPE CITY	FAYETTE	0.0834%
MULLENS CITY	WYOMING	0.3336%
NEW CUMBERLAND CITY	HANCOCK	0.0031%
NEW HAVEN TOWN	MASON	0.0052%
NEW MARTINSVILLE CITY	WETZEL	0.0018%
NEWBURG TOWN	PRESTON	0.0011%
NICHOLAS COUNTY	NICHOLAS	0.1920%
NITRO CITY	KANAWHA/PUTNAM	0.2460%
NORTH HILLS TOWN	WOOD	0.0015%
NORTHFORK TOWN	MCDOWELL	0.0005%
NUTTER FORT TOWN	HARRISON	0.0930%
OAK HILL CITY	FAYETTE	0.3625%
OAKVALE TOWN	MERCER	0.0001%
OCEANA TOWN	WYOMING	0.2967%
OHIO COUNTY	OHIO	0.5079%
PADEN CITY CITY	WETZEL/TYLER	0.0067%
PARKERSBURG CITY	WOOD	1.5547%
PARSONS CITY	TUCKER	0.0005%
PAW PAW TOWN	MORGAN	0.0017%
PAX TOWN	FAYETTE	0.0076%
PENDLETON COUNTY	PENDLETON	0.1624%
PENNSBORO CITY	RITCHIE	0.0003%
PETERSBURG CITY	GRANT	0.0011%
PETERSTOWN TOWN	MONROE	0.0013%
PHILIPPI CITY	BARBOUR	0.0834%
PIEDMONT TOWN	MINERAL	0.0006%
PINE GROVE TOWN	WETZEL	0.0002%
PINEVILLE TOWN	WYOMING	0.1165%
PLEASANT VALLEY CITY	MARION	0.0010%
PLEASANTS COUNTY	PLEASANTS	0.1276%
POCA TOWN	PUTNAM	0.0002%
POCAHONTAS COUNTY	POCAHONTAS	0.3412%
POINT PLEASANT CITY	MASON	0.1276%
PRATT TOWN	KANAWHA	0.0013%
PRESTON COUNTY	PRESTON	0.7999%
PRINCETON CITY	MERCER	4.1839%
PULLMAN TOWN	RITCHIE	0.0001%
PUTNAM COUNTY	PUTNAM	1.6105%
QUI NWOOD TOWN	GREENBRIER	0.0165%
RAINELLE TOWN	GREENBRIER	0.0241%
RALEIGH COUNTY	RALEIGH	5.0240%
RANDOLPH COUNTY	RANDOLPH	0.6622%
RANSON CORPORATION	JEFFERSON	0.0214%

Government Name	County	WV Share (%)
RAVENSWOOD CITY	JACKSON	0.0870%
REEDSVI LLE TOWN	PRESTON	0.0006%
REEDY TOWN	ROANE	0.0000%
RHODELL TOWN	RALEIGH	0.0013%
RICHWOOD CITY	NICHOLAS	0.0093%
RIDGELEY TOWN	MINERAL	0.0024%
RIPLEY CITY	JACKSON	0.0836%
RITCHIE COUNTY	RITCHIE	0.1832%
RIVESVILLE TOWN	MARION	0.0009%
ROANE COUNTY	ROANE	0.5132%
ROMNEY CITY	HAMPSHIRE	0.0557%
RONCEVERTE CITY	GREENBRIER	0.0871%
ROWLESBURG TOWN	PRESTON	0.0022%
RUPERT TOWN	GREENBRIER	0.0066%
SALEM CITY	HARRISON	0.0038%
SAND FORK TOWN	GILMER	0.0002%
SHEPHERDSTOWN TOWN	JEFFERSON	0.0080%
SHINNSTON CITY	HARRISON	0.0968%
SISTERSVILLE CITY	TYLER	0.1893%
SMITHERS CITY	FAYETTE/KANAWHA	0.0348%
SMITHFIELD TOWN	WETZEL	0.0001%
SOPHIA TOWN	RALEIGH	0.0371%
SOUTH CHARLESTON CITY	KANAWHA	0.8851%
SPENCER CITY	ROANE	0.0586%
ST. ALBANS CITY	KANAWHA	0.4397%
ST. MARYS CITY	PLEASANTS	0.0565%
STAR CITY TOWN	MONONGALIA	0.0376%
STONEWOOD CITY	HARRISON	0.0434%
SUMMERS COUNTY	SUMMERS	0.3231%
SUMMERSVILLE CITY	NICHOLAS	1.5393%
SUTTON TOWN	BRAXTON	0.0191%
SYLVESTER TOWN	BOONE	0.0003%
TAYLOR COUNTY	TAYLOR	0.0391%
TERRA ALTA TOWN	PRESTON	0.0014%
THOMAS CITY	TUCKER	0.0002%
THURMOND TOWN	FAYETTE	0.0000%
TRIADELPHIA TOWN	OHIO	0.0003%
TUCKER COUNTY	TUCKER	0.1140%
TUNNELTON TOWN	PRESTON	0.0005%
TYLER COUNTY	TYLER	0.0185%
UNION TOWN	MONROE	0.0006%
UPSHUR COUNTY	UPSHUR	0.4637%
VALLEY GROVE VILLAGE	OHIO	0.0001%
VIENNA CITY	WOOD	0.2577%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
WAR CITY	MCDOWELL	0.0018%
WARDENSVILLE TOWN	HARDY	0.0012%
WAYNE COUNTY	WAYNE	2.1411%
WAYNE TOWN	WAYNE	0.0323%
WEBSTER COUNTY	WEBSTER	0.3418%
WEIRTON CITY	HANCOCK/BROOKE	1.2462%
WELCH CITY	MCDOWELL	0.1085%
WELLSBURG CITY	BROOKE	0.0063%
WEST HAMLIN TOWN	LINCOLN	0.0345%
WEST LIBERTY TOWN	OHIO	0.0023%
WEST LOGAN TOWN	LOGAN	0.0147%
WEST MILFORD TOWN	HARRISON	0.0014%
WEST UNION TOWN	DODDRIDGE	0.0006%
WESTON CITY	LEWIS	0.0088%
WESTOVER CITY	MONONGALIA	0.0086%
WETZEL COUNTY	WETZEL	0.4438%
WHEELING CITY	OHIO/MARSHALL	0.9706%
WHITE HALL TOWN	MARION	0.0025%
WHITE SULPHUR SPRINGS CITY	GREENBRIER	0.1439%
WHITESVILLE TOWN	BOONE	0.0134%
WILLIAMSON CITY	MINGO	0.3555%
WILLIAMSTOWN CITY	WOOD	0.0515%
WINDSOR HEIGHTS VILLAGE	BROOKE	0.0001%
WINFIELD TOWN	PUTNAM	0.0279%
WIRT COUNTY	WIRT	0.0976%
WOMELSDORF (COALTON) TOWN	RANDOLPH	0.0009%
WOOD COUNTY	WOOD	0.9917%
WORTHINGTON TOWN	MARION	0.0003%
WYOMING COUNTY	WYOMING	3.6334%
Totals		**100.0000%**

Exhibit C (Allocations to Subdivisions)

Allocation to West Virginia Counties and Municipalities (NOT Including Cabell County and Huntington)

Government Name	County	WV Share (%)
ADDISON TOWN	WEBSTER	0.0191%
ALBRIGHT TOWN	PRESTON	0.0001%
ALDERSON TOWN	GREENBRIER/MONROE	0.0037%
ANAWALT TOWN	MCDOWELL	0.0008%
ANMOORE TOWN	HARRISON	0.0083%
ANSTED TOWN	FAYETTE	0.0024%
ATHENS TOWN	MERCER	0.0003%
AUBURN TOWN	RITCHIE	0.0001%
BANCROFT TOWN	PUTNAM	0.0002%
BARBOUR COUNTY	BARBOUR	0.3900%
BARBOURSVILLE VILLAGE	CABELL	0.4372%
BARRACKVILLE TOWN	MARION	0.0016%
BATH (BERKELEY SPRINGS) TOWN	MORGAN	0.0068%
BAYARD TOWN	GRANT	0.0000%
BECKLEY CITY	RALEIGH	3.7259%
BEECH BOTTOM VILLAGE	BROOKE	0.0003%
BELINGTON TOWN	BARBOUR	0.0355%
BELLE TOWN	KANAWHA	0.0411%
BELMONT CITY	PLEASANTS	0.0002%
BENWOOD CITY	MARSHALL	0.0076%
BERKELEY COUNTY	BERKELEY	3.5839%
BETHANY TOWN	BROOKE	0.0005%
BETHLEHEM VILLAGE	OHIO	0.0020%
BEVERLY TOWN	RANDOLPH	0.0008%
BLACKSVI LLE TOWN	MONONGALIA	0.0003%
BLUEFIELD CITY	MERCER	0.1794%
BOLIVAR TOWN	JEFFERSON	0.0058%
BOONE COUNTY	BOONE	3.1744%
BRADSHAW TOWN	MCDOWELL	0.0012%
BRAMWELL TOWN	MERCER	0.0003%
BRANDONVILLE TOWN	PRESTON	0.0001%
BRAXTON COUNTY	BRAXTON	0.5244%
BRIDGEPORT CITY	HARRISON	0.0761%
BROOKE COUNTY	BROOKE	1.0924%
BRUCETON MILLS TOWN	PRESTON	0.0002%
BUCKHANNON CITY	UPSHUR	0.1667%
BUFFALO TOWN	PUTNAM	0.0009%
BURNSVILLE TOWN	BRAXTON	0.0029%
CABELL COUNTY	CABELL	0.0000%

Government Name	County	WV Share (%)
CAIRO TOWN	RITCHIE	0.0002%
CALHOUN COUNTY	CALHOUN	0.1767%
CAMDEN-ON-GAULEY TOWN	WEBSTER	0.0003%
CAMERON CITY	MARSHALL	0.0021%
CAPON BRIDGE TOWN	HAMPSHIRE	0.0024%
CARPENDALE TOWN	MINERAL	0.0002%
CEDAR GROVE TOWN	KANAWHA	0.0008%
CEREDO CITY	WAYNE	0.1678%
CHAPMANVI LLE TOWN	LOGAN	0.1592%
CHARLES TOWN CITY	JEFFERSON	0.2924%
CHARLESTON CITY	KANAWHA	6.7218%
CHESAPEAKE TOWN	KANAWHA	0.0180%
CHESTER CITY	HANCOCK	0.0077%
CLARKSBURG CITY	HARRISON	1.1365%
CLAY COUNTY	CLAY	0.3373%
CLAY TOWN	CLAY	0.0001%
CLEARVIEW VILLAGE	OHIO	0.0001%
CLENDENIN TOWN	KANAWHA	0.0257%
COWEN TOWN	WEBSTER	0.0012%
DANVILLE TOWN	BOONE	0.0012%
DAVIS TOWN	TUCKER	0.0002%
DAVY TOWN	MCDOWELL	0.0006%
DELBARTON TOWN	MINGO	0.0517%
DODDRIDGE COUNTY	DODDRIDGE	0.2312%
DUNBAR CITY	KANAWHA	0.2917%
DURBIN TOWN	POCAHONTAS	0.0001%
EAST BANK TOWN	KANAWHA	0.0008%
ELEANOR TOWN	PUTNAM	0.0144%
ELIZABETH TOWN	WIRT	0.0048%
ELK GARDEN TOWN	MINERAL	0.0007%
ELKINS CITY	RANDOLPH	0.0321%
ELLENBORO TOWN	RITCHIE	0.0003%
FAI RMONT CITY	MARION	0.6852%
FAIRVIEW TOWN	MARION	0.0007%
FALLING SPRING TOWN	GREENBRIER	0.0000%
FARMINGTON TOWN	MARION	0.0002%
FAYETTE COUNTY	FAYETTE	1.6411%
FAYETTEVILLE TOWN	FAYETTE	0.1828%
FLATWOODS TOWN	BRAXTON	0.0007%
FLEMINGTON TOWN	TAYLOR	0.0000%
FOLLANSBEE CITY	BROOKE	0.0123%
FORT GAY TOWN	WAYNE	0.0324%
FRANKLIN TOWN	PENDLETON	0.0014%
FRIENDLY TOWN	TYLER	0.0000%
GARY CITY	MCDOWELL	0.0012%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
GASSAWAY TOWN	BRAXTON	0.0024%
GAULEY BRIDGE TOWN	FAYETTE	0.0531%
GILBERT TOWN	MINGO	0.0728%
GILMER COUNTY	GILMER	0.1919%
GLASGOW TOWN	KANAWHA	0.0016%
GLEN DALE CITY	MARSHALL	0.0050%
GLENVILLE TOWN	GILMER	0.0169%
GRAFTON CITY	TAYLOR	0.4640%
GRANT COUNTY	GRANT	0.3394%
GRANT TOWN TOWN	MARION	0.0109%
GRANTSVILLE TOWN	CALHOUN	0.0012%
GRANVILLE TOWN	MONONGALIA	0.1649%
GREENBRIER COUNTY	GREENBRIER	1.4386%
HAMBLETON TOWN	TUCKER	0.0001%
HAMLIN TOWN	LINCOLN	0.0703%
HAMPSHIRE COUNTY	HAMPSHIRE	0.0869%
HANCOCK COUNTY	HANCOCK	1.6106%
HANDLEY TOWN	KANAWHA	0.0007%
HARDY COUNTY	HARDY	0.2815%
HARMAN TOWN	RANDOLPH	0.0002%
HARPERS FERRY TOWN	JEFFERSON	0.0095%
HARRISON COUNTY	HARRISON	1.3251%
HARRISVILLE TOWN	RITCHIE	0.0045%
HARTFORD CITY TOWN	MASON	0.0001%
HEDGESVILLE TOWN	BERKELEY	0.0001%
HENDERSON TOWN	MASON	0.0002%
HENDRICKS TOWN	TUCKER	0.0001%
HILLSBORO TOWN	POCAHONTAS	0.0001%
HINTON CITY	SUMMERS	0.4106%
HUNDRED TOWN	WETZEL	0.0001%
HUNTINGTON CITY	CABELL/WAYNE	0.0000%
HURRICANE CITY	PUTNAM	0.2140%
HUTTONSVILLE TOWN	RANDOLPH	0.0000%
IAEGER TOWN	MCDOWELL	0.0006%
JACKSON COUNTY	JACKSON	0.8319%
JANE LEW TOWN	LEWIS	0.0010%
JEFFERSON COUNTY	JEFFERSON	1.7496%
JUNIOR TOWN	BARBOUR	0.0036%
KANAWHA COUNTY	KANAWHA	3.6016%
KENOVA CITY	WAYNE	0.2064%
KERMIT TOWN	MINGO	0.0294%
KEYSER CITY	MINERAL	0.0078%
KEYSTONE CITY	MCDOWELL	0.0018%
KIMBALL TOWN	MCDOWELL	0.0020%
KINGWOOD CITY	PRESTON	0.0046%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
LEON TOWN	MASON	0.0000%
LESTER TOWN	RALEIGH	0.0310%
LEWIS COUNTY	LEWIS	0.4053%
LEWISBURG CITY	GREENBRIER	0.3917%
LINCOLN COUNTY	LINCOLN	1.3818%
LOGAN CITY	LOGAN	0.4429%
LOGAN COUNTY	LOGAN	3.7315%
LOST CREEK TOWN	HARRISON	0.0001%
LUMBERPORT TOWN	HARRISON	0.0027%
MABSCOTT TOWN	RALEIGH	0.0512%
MADISON CITY	BOONE	0.0578%
MAN TOWN	LOGAN	0.0025%
MANNINGTON CITY	MARION	0.0030%
MARION COUNTY	MARION	1.0540%
MARLINTON TOWN	POCAHONTAS	0.0009%
MARMET CITY	KANAWHA	0.0061%
MARSHALL COUNTY	MARSHALL	0.8648%
MARTINSBURG CITY	BERKELEY	3.5343%
MASON COUNTY	MASON	1.3496%
MASON TOWN	MASON	0.0028%
MASONTOWN TOWN	PRESTON	0.0008%
MATEWAN TOWN	MINGO	0.0718%
MATOAKA TOWN	MERCER	0.0002%
MCDOWELL COUNTY	MCDOWELL	3.2036%
MCMECHEN CITY	MARSHALL	0.0079%
MEADOW BRIDGE TOWN	FAYETTE	0.0005%
MERCER COUNTY	MERCER	0.3738%
MIDDLEBOURNE TOWN	TYLER	0.0003%
MILL CREEK TOWN	RANDOLPH	0.0000%
MILTON TOWN	CABELL	0.1485%
MINERAL COUNTY	MINERAL	0.8526%
MINGO COUNTY	MINGO	2.9452%
MITCHELL HEIGHTS TOWN	LOGAN	0.0010%
MONONGAH TOWN	MARION	0.0028%
MONONGALIA COUNTY	MONONGALIA	1.4987%
MONROE COUNTY	MONROE	0.5766%
MONTGOMERY CITY	FAYETTE/KANAWHA	0.1004%
MONTROSE TOWN	RANDOLPH	0.0001%
MOOREFIELD TOWN	HARDY	0.0092%
MORGAN COUNTY	MORGAN	0.7095%
MORGANTOWN CITY	MONONGALIA	0.1330%
MOUNDSVI LLE CITY	MARSHALL	0.3175%
MOUNT HOPE CITY	FAYETTE	0.0918%
MULLENS CITY	WYOMING	0.3675%
NEW CUMBERLAND CITY	HANCOCK	0.0034%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
NEW HAVEN TOWN	MASON	0.0057%
NEW MARTINSVILLE CITY	WETZEL	0.0019%
NEWBURG TOWN	PRESTON	0.0012%
NICHOLAS COUNTY	NICHOLAS	0.2115%
NITRO CITY	KANAWHA/PUTNAM	0.2710%
NORTH HILLS TOWN	WOOD	0.0016%
NORTHFORK TOWN	MCDOWELL	0.0006%
NUTTER FORT TOWN	HARRISON	0.1025%
OAK HILL CITY	FAYETTE	0.3993%
OAKVALE TOWN	MERCER	0.0001%
OCEANA TOWN	WYOMING	0.3269%
OHIO COUNTY	OHIO	0.5595%
PADEN CITY CITY	WETZEL/TYLER	0.0073%
PARKERSBURG CITY	WOOD	1.7126%
PARSONS CITY	TUCKER	0.0005%
PAW PAW TOWN	MORGAN	0.0019%
PAX TOWN	FAYETTE	0.0083%
PENDLETON COUNTY	PENDLETON	0.1789%
PENNSBORO CITY	RITCHIE	0.0004%
PETERSBURG CITY	GRANT	0.0012%
PETERSTOWN TOWN	MONROE	0.0014%
PHILIPPI CITY	BARBOUR	0.0919%
PIEDMONT TOWN	MINERAL	0.0007%
PINE GROVE TOWN	WETZEL	0.0002%
PINEVILLE TOWN	WYOMING	0.1284%
PLEASANT VALLEY CITY	MARION	0.0011%
PLEASANTS COUNTY	PLEASANTS	0.1406%
POCA TOWN	PUTNAM	0.0003%
POCAHONTAS COUNTY	POCAHONTAS	0.3759%
POINT PLEASANT CITY	MASON	0.1406%
PRATT TOWN	KANAWHA	0.0014%
PRESTON COUNTY	PRESTON	0.8811%
PRINCETON CITY	MERCER	4.6088%
PULLMAN TOWN	RITCHIE	0.0001%
PUTNAM COUNTY	PUTNAM	1.7741%
QUINWOOD TOWN	GREENBRIER	0.0182%
RAINELLE TOWN	GREENBRIER	0.0266%
RALEIGH COUNTY	RALEIGH	5.5343%
RANDOLPH COUNTY	RANDOLPH	0.7294%
RANSON CORPORATION	JEFFERSON	0.0234%
RAVENSWOOD CITY	JACKSON	0.0959%
REEDSVI LLE TOWN	PRESTON	0.0007%
REEDY TOWN	ROANE	0.0000%
RHODELL TOWN	RALEIGH	0.0014%
RICHWOOD CITY	NICHOLAS	0.0103%

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Government Name	County	WV Share (%)
RIDGELEY TOWN	MINERAL	0.0027%
RIPLEY CITY	JACKSON	0.0921%
RITCHIE COUNTY	RITCHIE	0.2018%
RIVESVI LLE TOWN	MARION	0.0010%
ROANE COUNTY	ROANE	0.5653%
ROMNEY CITY	HAMPSHIRE	0.0614%
RONCEVERTE CITY	GREENBRIER	0.0960%
ROWLESBURG TOWN	PRESTON	0.0024%
RUPERT TOWN	GREENBRIER	0.0073%
SALEM CITY	HARRISON	0.0042%
SAND FORK TOWN	GILMER	0.0003%
SHEPHERDSTOWN TOWN	JEFFERSON	0.0088%
SHINNSTON CITY	HARRISON	0.1066%
SISTERSVILLE CITY	TYLER	0.2085%
SMITHERS CITY	FAYETTE/KANAWHA	0.0383%
SMITHFIELD TOWN	WETZEL	0.0001%
SOPHIA TOWN	RALEIGH	0.0409%
SOUTH CHARLESTON CITY	KANAWHA	0.9750%
SPENCER CITY	ROANE	0.0646%
ST. ALBANS CITY	KANAWHA	0.4843%
ST. MARYS CITY	PLEASANTS	0.0623%
STAR CITY TOWN	MONONGALIA	0.0414%
STONEWOOD CITY	HARRISON	0.0478%
SUMMERS COUNTY	SUMMERS	0.3559%
SUMMERSVILLE CITY	NICHOLAS	1.6957%
SUTTON TOWN	BRAXTON	0.0210%
SYLVESTER TOWN	BOONE	0.0003%
TAYLOR COUNTY	TAYLOR	0.0431%
TERRA ALTA TOWN	PRESTON	0.0015%
THOMAS CITY	TUCKER	0.0002%
THURMOND TOWN	FAYETTE	0.0000%
TRIADELPHIA TOWN	OHIO	0.0003%
TUCKER COUNTY	TUCKER	0.1255%
TUNNELTON TOWN	PRESTON	0.0006%
TYLER COUNTY	TYLER	0.0204%
UNION TOWN	MONROE	0.0006%
UPSHUR COUNTY	UPSHUR	0.5108%
VALLEY GROVE VILLAGE	OHIO	0.0001%
VIENNA CITY	WOOD	0.2838%
WAR CITY	MCDOWELL	0.0020%
WARDENSVILLE TOWN	HARDY	0.0013%
WAYNE COUNTY	WAYNE	2.3586%
WAYNE TOWN	WAYNE	0.0356%
WEBSTER COUNTY	WEBSTER	0.3765%
WEIRTON CITY	HANCOCK/BROOKE	1.3728%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
WELCH CITY	MCDOWELL	0.1195%
WELLSBURG CITY	BROOKE	0.0069%
WEST HAMLIN TOWN	LINCOLN	0.0380%
WEST LIBERTY TOWN	OHIO	0.0025%
WEST LOGAN TOWN	LOGAN	0.0162%
WEST MILFORD TOWN	HARRISON	0.0015%
WEST UNION TOWN	DODDRIDGE	0.0007%
WESTON CITY	LEWIS	0.0096%
WESTOVER CITY	MONONGALIA	0.0094%
WETZEL COUNTY	WETZEL	0.4889%
WHEELING CITY	OHIO/MARSHALL	1.0692%
WHITE HALL TOWN	MARION	0.0028%
WHITE SULPHUR SPRINGS CITY	GREENBRIER	0.1585%
WHITESVILLE TOWN	BOONE	0.0148%
WILLIAMSON CITY	MINGO	0.3916%
WILLIAMSTOWN CITY	WOOD	0.0567%
WINDSOR HEIGHTS VILLAGE	BROOKE	0.0001%
WI NFIELD TOWN	PUTNAM	0.0307%
WIRT COUNTY	WIRT	0.1075%
WOMELSDORF (COALTON) TOWN	RANDOLPH	0.0010%
WOOD COUNTY	WOOD	1.0924%
WORTHINGTON TOWN	MARION	0.0003%
WYOMING COUNTY	WYOMING	4.0024%
Totals		**100.0000%**

EXHIBIT E(1)

STATE COURT DISMISSAL

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

IN RE: OPIOID LITIGATION **Civil Action No. 19-C-9000**

THIS DOCUMENT APPLIES TO:

MASON COUNTY COMMISSION,

Plaintiff,

v. **Civil Action No.: 19-C-4**

AMNEAL PHARMACEUTICAL LLC,
et al.,

Defendants.

STIPULATION AND ORDER OF DISMISSAL WITH PREJUDICE AS TO DEFENDANT AMNEAL PHARMACEUTICAL, LLC

Plaintiff Mason County Commission ("Mason County"), and Defendant Amneal Pharmaceutical LLC ("Amneal"), by and through their respective counsel, herein inform the Panel that all claims between Mason County and Amneal in the above captioned civil action, *Mason County Commission v. Amneal Pharmaceutical LLC, et al.*, Civil Action No. 19-C-4, have been amicably resolved in good faith and settled, and Amneal is to be dismissed with prejudice. Therefore, Mason County, Amneal, as well as each West Virginia local government who elected to participate in the respective Amneal Pharmaceutical Settlement Agreement, which is binding on Mason County and all participating West Virginia local governments, hereby stipulate to the dismissal of all claims against Amneal **WITH PREJUDICE**, with each party to bear its own costs and attorneys' fees.

WHEREFORE, upon consideration of the foregoing, it is **ORDERED** that Defendant Amneal Pharmaceuticals LLC, be dismissed from the above captioned civil action with prejudice.

A copy of this ORDER has this day been electronically served on all counsel of record via File&Serve*Xpress*.

It is so **ORDERED.**

ENTERED: this _____ day of _______________, 2023.

____
ALAN D. MOATS, Lead Presiding Judge
Opioid Litigation

____
DEREK C. SWOPE, Presiding Judge
Opioid Litigation

AGREED AND STIPULATED TO BY:

____
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____
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EXHIBIT E(2)

FEDERAL COURT DISMISSAL

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION OPIOID LITIGATION	)	**CASE NO. 1:17-md-2804**
	)	
	)	**Honorable Dan Aaron Polster**
THIS DOCUMENT RELATES TO:	)	
	)	
	)	
Boone County v. Amneal Pharmaceutical LLC, Case No. 1:17-op-45061,	)	

STIPULATION AND ORDER OF DISMISSAL WITH PREJUDICE AS TO DEFENDANT AMNEAL PHARMACEUTICAL, LLC

Plaintiff, Boone County, ("Boone County") and Defendant Amneal Pharmaceutical LLC, ("Amneal") by and through their respective counsel, herein inform the Court that all claims between Boone County and Amneal in the above captioned civil action, *Boone County v. Amneal Pharmaceutical LLC, et al.*, Case No. 1:17-op-45061, have been amicably resolved in good faith and settled, and Amneal is to be dismissed with prejudice. Therefore, Boone County, Amneal, as well as each West Virginia County and City with litigation pending against Amneal in the captioned matter[1] who elected to participate in the

[1] *Cabell County v. Amneal Pharmaceutical, LLC,* Case No. 1:17-op-45053; *Fayette County v. Amneal Pharmaceutical LLC,* Case No. 1:17-op-45062; *Greenbrier County v. Amneal Pharmaceutical LLC,* Case No. 1:19-op-45080; *Kanawha County v. Amneal Pharmaceutical LLC,* Case No. 1:17-op-45063; *Logan County v. Amneal Pharmaceutical LLC,* Case No. 2:17-cv-02296; *Wayne County v. Amneal Pharmaceutical LLC,* Case No. 3:17-cv-01962; *City of Vienna v. Amneal Pharmaceutical LLC,* Case No. 1:19-op-45042; *Braxton County v. Amneal Pharmaceutical LLC,* Case No. 2:18-cv-00419; *Calhoun County v. Amneal Pharmaceutical LLC,* Case No. 2:18-cv-00407; *Gilmer County v. Amneal Pharmaceutical LLC,* Case No. 2:18-cv-01290; *Nicholas County v. Amneal Pharmaceutical LLC,* Case No. 2:18-cv-00421; *City of Bluefield v. Amneal Pharmaceutical LLC,* Case No. 1:18-cv-00930; *City of Buckhannon v. Amneal Pharmaceutical LLC,* Case No. 2:18-cv-01263; *City of Charleston v. Amneal Pharmaceutical LLC,* Case No. 2:18-cv-00251; *City of Dunbar v. Amneal Pharmaceutical LLC,* Case No. 2:18-cv-00597; *Town of Clendenin v. Amneal Pharmaceutical, LLC,* Case No. 2:18-cv-01284; *Town of Eleanor v. Amneal Pharmaceutical, LLC,* Case No. 3:18-cv-00456; *Town of Fort Gay v. Amneal Pharmaceutical, LLC,* Case No. 3:18-cv-00280; *Town of Gauley Bridge v. Amneal Pharmaceutical, LLC,* Case No. 2:18-cv-01392; *Town of Glenville v. Amneal Pharmaceutical, LLC,* Case No. 2:18-cv-00448; *Town of Granville v. Amneal Pharmaceutical, LLC,* Case No. 2:18-cv-00443; *City of Huntington v. Amneal Pharmaceutical, LLC,* Case No. 1:17-op-45054; *City of Hurricane v. Amneal Pharmaceutical, LLC,* Case No. 3:18-cv-00401; *City of Kenova v. Amneal Pharmaceutical, LLC,* Case No. 2:18-cv-01472; *City of Logan v. Amneal*

respective Amneal Pharmaceutical Settlement Agreement, which is binding on Boone County and all participating West Virginia local governments, hereby stipulate to the dismissal of all claims against Amneal **WITH PREJUDICE**, with each party to bear its own costs and attorneys' fees.

WHEREFORE, upon consideration of the foregoing, it is **ORDERED** that Defendant Amneal Pharmaceuticals LLC, be dismissed from the above captioned civil action with prejudice.

A copy of this ORDER has this day been electronically served on all counsel of record via electronic service.

It is so **ORDERED**.

ENTERED: this _____ day of _______________, 2023.

____
DAN AARON POLSTER
UNITED STATES DISTRICT JUDGE

AGREED AND STIPULATED TO BY:

____
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____
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Cincinnati, Ohio 45202
pcosgrove@ulmer.com

Pharmaceutical, LLC, Case No. 2:18-cv-00434; *City of Milton v. Amneal Pharmaceutical, LLC,* Case No. 3:18-cv-00435; *City of Montgomery v. Amneal Pharmaceutical, LLC,* Case No. 2:18-cv-01285; *City of Parkersburg v. Amneal Pharmaceutical, LLC,* Case No. 2:18-cv-00423; *City of Princeton v. Amneal Pharmaceutical, LLC,* Case No. 1:18-cv-01242; *Town of Quinwood v. Amneal Pharmaceutical, LLC,* Case No. 5:18-cv-00427; *Town of Rainelle v. Amneal Pharmaceutical, LLC,* Case No. 5:18-cv-00425; *Town of Rupert v. Amneal Pharmaceutical, LLC,* Case No. 5:18-cv-00426; *City of Saint Albans v. Amneal Pharmaceutical, LLC,* Case No. 2:18-cv-00370; *City of Smithers v. Amneal Pharmaceutical, LLC,* Case No. 2:18-cv-00441; *Town of Sophia v. Amneal Pharmaceutical, LLC,* Case No. 2:18-cv-01286; *City of Summersville v. Amneal Pharmaceutical, LLC,* Case No. 2:18-cv-00431; *Town of Sutton v. Amneal Pharmaceutical, LLC,* Case No. 2:18-cv-00440; *Town of Whitesville v. Amneal Pharmaceutical, LLC,* Case No. 2:18-cv-01287; *City of Winfield v. Amneal Pharmaceutical, LLC,* Case No. 3:18-cv-00400; *Berkeley County v. Amneal Pharmaceutical, LLC,* Case No. 1:17-op-45171; *Jefferson County v. Amneal Pharmaceutical, LLC,* Case No. 1:17-op-45107; *Morgan County v. Amneal Pharmaceutical, LLC,* Case No. 1:18-op-45444; *Pocahontas County v. Amneal Pharmaceutical, LLC,* Case No. 1:18-op-45443; *Wyoming County v. Amneal Pharmaceutical, LLC,* Case No. 5:17-cv-02311; *City of Charles Town v. Amneal Pharmaceutical, LLC,* Case No. 1:19-op-45250; *Putnan County v. Amneal Pharmaceutical, LLC,* Case No. 1:18-cv-45251; *Raleigh County v. Amneal Pharmaceutical, LLC,* Case No. 5:17-cv-04484; *Summers County v. Amneal Pharmaceutical, LLC,* Case No. 5:17-cv-04579; *Clay County v. Amneal Pharmaceutical, LLC,* Case No. 1:18-op-45670; *Lincoln County v. Amneal Pharmaceutical, LLC,* Case No. 1:17-op-45060; *McDowell County v. Amneal Pharmaceutical, LLC,* Case No. 1:17-op-45066; *Mercer County v. Amneal Pharmaceutical, LLC,* Case No. 1:17-op-45064; *Mingo County v. Amneal Pharmaceutical, LLC,* Case No. 1:18-op-45940; *Town of Chapmanville v. Amneal Pharmaceutical, LLC,* Case No. 1:17-op-45055; *Town of Gilbert v. Amneal Pharmaceutical, LLC,* Case No. 1:17-op-45059; *Town of Hamlin v. Amneal Pharmaceutical, LLC,* Case No. 1:18-op-45386; *Town of Kermit v. Amneal Pharmaceutical, LLC,* Case No. 1:17-op-45058; *City of Welch v. Amneal Pharmaceutical, LLC,* Case No. 1:17-op-45065; *City of Williamson v. Amneal Pharmaceutical, LLC,* Case No. 1:17-op-45057; and *Town of West Hamlin v. Amneal Pharmaceutical, LLC,* Case No. 1:18-op-45941.

EXHIBIT F

PLAN FOR PROVISION OF SETTLEMENT PRODUCT

Amneal's Plan for Provision of Settlement Product (the "Plan") is set forth in accordance with the terms and conditions set forth in the Settlement Agreement dated May 25, 2023, between Amneal and Plaintiffs (the "Agreement"), the provisions of which are incorporated herein by reference in their entirety. Unless otherwise defined below, capitalized terms in this Plan have the same meaning as in the Agreement.

Orders to Amneal

The West Virginia First Foundation or a designee of the Plaintiffs, if the Foundation is not fully organized as of the Effective Date, may place orders (the "State") may place periodic orders, not to exceed four (4) quarterly orders per year, to Amneal for fulfillment of Settlement Product over a period of two (2) years from the Effective Date. The total value of all orders placed by the State over the two-year period shall not exceed $1,000,000.00 at Amneal's WAC of the Settlement Product as of the Effective Date.

The total value of Settlement Product requested shall not exceed the following dollar amounts during a twelve-month period, as calculated based on the WAC of the Settlement Product as of the Agreement's Effective Date:

Year 1: $500,000 per year; and

Year 2: $500,000 per year.

Each Settlement Product order from the State shall be in writing and directed to Amneal, 118 Beaver Trail, Glasgow, KY 42141, Attention: Marty Ross, mross@amneal.com.

Amneal shall respond to the State's order request within seven (7) calendar days confirming the order. Amneal shall deliver to any facility in West Virginia identified by the State but may not be required to deliver Settlement Product to more than one location per order for any given delivery.

Amneal will use its commercially reasonable efforts to ship the order directly to the facility designated by the State within six (6) months of the order at no cost to the State and shall provide the State with estimated delivery dates for receipt of the Settlement Product. Notwithstanding the foregoing, for each order from the State following the initial order, Amneal agrees that it will use its good faith efforts to ship Settlement Product to the facility designated by the State within ninety (90) days of the order.

In the event of a Force Majeure Event or other inability to supply any order made by the State for Settlement Product, Amneal shall promptly provide written notice to the State. Amneal and the State shall meet and confer within seven (7) days of such written notice to establish a commercially reasonable plan to resolve any inability to supply as quickly as reasonably possible.

Delivery to State-Designated Facility

Delivery of the Settlement Product shall occur no more than five (5) business days after the shipment date. Should delivery not occur within that deadline, Amneal agrees to notify the State in writing and to work in good faith to resolve shipping or delivery issues that may arise.

Shipping shall occur in the same manner that Amneal regularly ships this Settlement Product, and any damages to the Settlement Product or other shipping damages or liability arising prior to receipt of the Settlement Product by the State shall be solely the responsibility of Amneal. Should damage to Settlement Product occur during shipping, Amneal agrees to re-ship the amount damaged promptly and at no cost to the State.

The State shall designate one location per order for delivery of Settlement Product by Amneal and identify the location in the Settlement Product order (the "Receiving Facility"). The Receiving Facility shall maintain appropriate storage accommodations and comply with all applicable state and federal laws surrounding receipt and possession of the Settlement Product, including but not limited to maintenance of all required licenses, registrations, and/or certificates to receive, handle, transport and dispense (as the case may be) the Settlement Product.

Should the State determine that an alternate state facility or agency will receive the Settlement Product during the pendency of the settlement (the "Alternate Receiving Facility"), the State shall notify Amneal in writing through the Settlement Product order, ensuring that the Alternate Receiving Facility also shall have appropriate storage accommodations and shall comply with all applicable state and federal laws surrounding receipt of the Settlement Product, including but not limited to maintenance of all required licenses, registrations, and/or certificates to receive, handle, transport and dispense (as the case may be) the Settlement Product. Amneal shall deliver to any Receiving Facility or Alternate Receiving Facility in West Virginia identified by the State but may not be required to deliver Settlement Product to more than one location per order for any given delivery, subject to the following qualification: The Receiving Facility or Alternate Receiving Facility and all other establishments or facilities, persons and/or entities that store, transport, or dispense the Settlement Product must have all required federal and state licenses, registrations, and/or certificates to receive, handle, transport and dispense (as the case may be) the Settlement Product.

The State will provide to Amneal all information necessary to enroll the State in the ordering system for Amneal relative to the Settlement Product.

The State shall inspect the Settlement Product upon arrival at the Receiving Facility or the Alternative Receiving Facility (as the case may be).

Delivery of the Settlement Product is complete when Amneal delivers all units of a particular order to the Receiving Facility or the Alternative Receiving Facility (as the case may be) and when both Parties or their designees sign an invoice confirming the number of units of Settlement Product received by the State. Upon completion of delivery of any order of the Settlement Product all units making up that order shall be non-refundable.

Distribution by State

The State intends to distribute the Settlement Product to law enforcement agencies, first responders, treatment centers, healthcare professionals, and to the general public throughout the State ("Recipients"). The time, place, and manner of distribution of the Settlement Product by the State will be determined solely by the State. Notwithstanding the foregoing, the State shall not sell any Settlement Product for profit or otherwise, nor shall it use any Settlement Product for commercial purposes. The State will require appropriate training on proper use of the Settlement Product by Recipients.

The State retains the right to alter its distribution plan according to the State's needs, including the right to store the Settlement Product at a state facility for any length of time. The State may distribute the Settlement Product as it deems best to address the opioid-related public health crisis in West Virginia, and alteration of distribution to Recipients shall be at the sole discretion of the State without regard to the preferences or recommendations of Amneal.

WEST VIRGINIA LOCAL GOVERNMENT
ELECTION AND RELEASE FORM

(Mylan Pharmaceuticals Inc.)

This Election and Release Form for eligible West Virginia Participating Local Governments resolves opioid-related Claims against Mylan Pharmaceuticals Inc. ("Mylan") under the terms and conditions set forth in the May 22, 2023 settlement agreement (the "Agreement"), the provisions of which are hereby incorporated by reference in their entirety. Upon executing this Election and Release Form, the undersigned Local Government becomes a Participating Local Government and a Party to the Agreement. The undersigned Local Government agrees that, in exchange for the consideration described in the Agreement, the Participating Local Government is bound by all the terms and conditions of the Agreement, and hereby releases all Released Claims against all Released Entities. By executing this Election and Release Form, the Participating Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation*, Civil Action No. 19-C-9000, in the Circuit Court of Kanawha County, West Virginia.

Dated: ________________________

BY: ____________________________________
PRINTED NAME: ________________________
TITLE: _________________________________
ADDRESS: ______________________________
TELEPHONE: ____________________________
EMAIL ADDRESS: _______________________

ON BEHALF OF:

____
LOCAL GOVERNMENT

EXHIBIT C

(Amneal)
WEST VIRGINIA LOCAL GOVERNMENT ELECTION AND RELEASE FORM

This Election and Release Form for West Virginia Participating Local Governments (the "Election and Release Form") resolves opioid-related Claims against Amneal under the terms and conditions set forth in the Amneal West Virginia Opioid Settlement Agreement executed on May 25, 2023 (the "Agreement"), the provisions of which are here incorporated by reference in their entirety. Unless otherwise defined below, capitalized terms in this Election and Release Form shall have the same meaning as in the Agreement.

Upon executing this Election and Release Form, a Participating Local Government agrees that, in exchange for the consideration described in the Agreement, the Participating Local Government is bound by all the terms and conditions of the Agreement. By executing this Election and Release Form, the Participating Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) (the "Court"). To the extent the Participating Local Government has asserted Claims against Amneal in Actions that are pending before the Court, the Participating Local Government hereby grants all necessary right and authority to Letitia Neese Chafin, of The Chafin Law Firm, PLLC, in Williamson, WV and Anthony J. Majestro, of Powell & Majestro P.L.L.C., in Charleston, WV, to seek dismissal of the Participating Local Government's Action through the submission of the Consent Judgment as contemplated in the Agreement. If a Participating Local Government's Action is pending in another court as of the Effective Date, the Participating Local Government hereby agrees to dismiss (or if necessary move to dismiss) with prejudice that Action as to Amneal and any other Released Entities within seven (7) business days of the Effective Date.

Dated: ____________________	BY: ________________________________
	(Signature)
LOCAL GOVERNMENT	PRINTED NAME: ____________________
____________________________	TITLE: ____________________________
	ADDRESS: __________________________
	TELEPHONE: ________________________
	EMAIL ADDRESS: ____________________

MYLAN WEST VIRGINIA STATE-WIDE OPIOID SETTLEMENT AGREEMENT

I. OVERVIEW

This Settlement Agreement dated as of May 22, 2023 sets forth the terms and conditions of a full and final settlement between and among the political subdivisions of the State of West Virginia and Mylan Pharmaceuticals Inc. ("Mylan") to resolve actual or potential opioid-related Claims (defined herein) against Mylan.

Mylan has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of law, or of any entitlement to relief, or of any liability, fault, or wrongdoing, all of which Mylan expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, wrongdoing, or admission by Mylan.

II. DEFINITIONS

A. "*Actions*" means any lawsuit brought by a Local Government against any Released Entity in any court, including without limitation (1) the lawsuit captioned *Roane Cnty. Comm'n v. Mylan Pharmaceuticals Inc.*, Nos. 19-C-96 to 19-C-108 (W. Va. Cir. Ct. Marshall County filed May 8, 2019), as consolidated into *In re Opioid Litig.*, Civil Action No. 19-C-9000 (W. Va. Cir. Ct. Kanawha County) (the "*Roane County* Action") and (2) all actions brought by a Local Government in the federal multidistrict litigation *In re Nat'l Prescription Opiate Litig.*, 1:17-md-2804 (N.D. Ohio), including without limitation *Berkeley Cnty. Council v. Purdue Pharm. Prods., LP*, No. 1:17-op-45171 (N.D. Ohio filed Dec. 22, 2017); *Boone County Comm'n v. AmerisourceBergen Drug Corp.*, No. 1:17-op-45061 (N.D. Ohio filed Dec. 14, 2017); *Fayette County Comm'n v. Cardinal Health, Inc.*, No. 1:17-op-45062 (N.D. Ohio filed Dec. 14, 2017); *Kanawha County Comm'n v. Rite Aid of Md., Inc.*, No. 1:17-op-45063 (N.D. Ohio filed Dec. 19, 2017); *Jefferson County Comm'n v. Purdue Pharm. Prods., LP*, No. 1:17-op-45170 (N.D. Ohio filed Dec. 22, 2017); *Morgan County Comm'n v. Purdue Pharm. Prods., LP*, No. 1:18-op-45444 (N.D. Ohio filed Apr. 19, 2018); and *Charles Town, West Virginia v. AmerisourceBergen Drug Corp.*, No. 1:19-op-45250 (N.D. Ohio filed Apr. 16, 2019) (the "MDL Actions").

B. "*Agreement*" and "*Settlement Agreement*" mean this settlement agreement together with the Exhibits hereto and all executed Election and Release Forms (to be provided per Section III.B in the form attached as Exhibit D).

C. "*Agreement Party*" means Mylan and Plaintiffs.

D. "*Alleged Harms*" means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse or abuse of a Product, non-exhaustive examples of which are described in the documents listed on Exhibit A, including but not limited to those State and Local Government expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Mylan.

E. "*Bar*" means (1) a ruling by the highest court of the State setting forth the general principle that no Local Governments in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (2) a law barring Local Governments in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full). For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Bar.

F. "*Case-Specific Resolution*" means either (1) a law barring specified Local Governments from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (2) a ruling by a court of competent jurisdiction over a particular Local Government that has the legal effect of barring the Local Government from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) a release consistent with Sections VI and VII below.

G. "*Claim*" means any past, present, or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative or indemnity claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, restitution, contribution, reimbursement, disgorgement, expenses, judgment, right, obligation, dispute, action, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, attorneys' fees and costs, claim for payment of unpaid fees, and/or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory, or administrative, whether arising under federal, state, or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in any forum and in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

H. "*Class I Local Government*" means a Local Government that is a Class I city as that term is defined in W. Va. Code § 8-1-3(1).

I. "*Class II Local Government*" means a Local Government that is a Class II city as that term is defined in W. Va. Code § 8-1-3(2).

J. "*Class III Local Government*" means a Local Government that is a Class III city as that term is defined in W. Va. Code § 8-1-3(3).

K. "*Class IV Local Government*" means a Local Government that is a Class IV town or village as that term is defined in W. Va. Code § 8-1-3(4).

L. "*Common Benefit Fund Commissioner*" means the Honorable Christopher C. Wilkes, acting with the authority granted to him pursuant to the Court's Order Authorizing Common Benefit Fund and Appointing Common Benefit Fund Commissioner, dated October 4, 2021 (Transaction ID 66985632), and the Court's Order Establishing Common Benefit Fund, dated November 4, 2021 (Transaction ID 67071292).

M. "*Counsel*" means a solo practitioner, multi-attorney law firm, or other legal representative of the State or a Local Government.

N. "*Court*" means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litig.*, Civil Action No. 19-C-9000 (W. Va. Cir. Ct. Kanawha County).

O. "*Covered Conduct*" means any and all actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity or inactivity of any kind whatsoever from the beginning of time (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity or inactivity of any kind whatsoever) in any line of business arising from or relating in any way to (1) alleged opioid-related overdoses, abuses, crises, epidemics, or injuries; (2) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, health insurance or prescription-drug coverage, purchases, reimbursement, discovery, research, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, relabeling, recall, withdrawal, or use or abuse of, or operating policies or procedures relating to, any Product, or any system, plan, policy, procedure, or advocacy relating to any Product, including, but not limited to, any generic, unbranded, or branded promotion, marketing, or advertising, patient support or assistance, educational programs, consultancy, research, or other programs, campaigns, lobbying, or grants, sponsorships, charitable donations, or other funding relating to any Product; (3) the characteristics, properties, risks, or benefits of any Product and/or any Product used in combination with any other Product; (4) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, repackaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, a precursor or component of any Products, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate of Products; (5) orders, prescriptions, formularies, guidelines, payments, or rebates for a Product; (6) policies, practices and/or operating procedures, statements, contracts, health or prescription drug insurance, health or prescription-drug claim administration, health or prescription-drug benefit administration, health or prescription-drug claim adjudication, health or prescription-drug plan design, data and sales thereof, and any other act or failure to act relating to a Product; (7) any system, plan, policy, or advocacy relating to any Product; (8) the monitoring, reporting, disclosure, non-monitoring, non-reporting, or non-disclosure to federal, state, or other regulators of orders for any controlled substances, including Products; (9) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to a Product; (10) suspicious order monitoring and diversion control programs; and/or (11) any conduct alleged in the Actions, or conduct that could have been alleged in the Actions or similar potential or actual litigation by any Local Government. For avoidance of doubt, products other than the Products are not included in Covered Conduct. The Parties intend that "Covered Conduct" be interpreted broadly.

P. "*Effective Date*" means the date on which Mylan makes the payment described in Section III.A.

Q. "*Execution Date*" means the date on which this Agreement is executed by the last Agreement Party to do so.

R. "*Later Litigating Local Government*" means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that is not a Litigating Local Government as of the Execution Date and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Execution Date. It may also include a Litigating Local Government whose Claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the Execution Date, when such Litigating Local Government takes any affirmative step in its lawsuit other than seeking a stay or removal.

S. "*Litigation Cost Amount*" means the amount attributable to reimbursement of the Plaintiffs' reasonable attorney fees, costs, and expenses incurred through the Execution Date in connection with their Claims against Mylan and the Released Entities in the Actions, and to be disbursed as provided by the Court.

T. "*Litigating Local Government*" means any Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that brought any Claims on or before the Execution Date that were not separately resolved prior to that date, regardless of whether the Local Government brought suit against Mylan or one or more Released Entities. Exhibit B includes Litigating Local Governments identified by the Parties as of the Execution Date but is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for "Litigating Local Governments" are subsequently identified. For the avoidance of doubt, Litigating Local Governments includes but is not limited to Plaintiffs, Cabell County, and the City of Huntington.

U. "*Local Government*" means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity, as further described in W. Va. Code §§ 7-1-1 *et seq.*, and §§ 8-1-1 *et seq.* A list of Counties, and lists of Class I, II, III, and IV Local Governments, are attached as Exhibit C. Historic, non-functioning sub-entities of the State are not Local Governments, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. For the avoidance of doubt, "Local Government" does not include special districts or school boards.

V. "*MLP Dismissal Order*" means the order attached hereto as Exhibit F, which provides for the release set forth below and the dismissal with prejudice of all Released Claims that the Releasors have brought against Released Entities in the *Roane County* Action.

W. "*MDL Court*" means the court overseeing the multi-district litigation captioned *In re Opioid Litig.*, No. 1:17-MD-2804 (N.D. Ohio).

X. "*MDL Notice of Voluntary Dismissal*" means the notice attached hereto as Exhibit G, which provides for the release set forth below and the dismissal with prejudice of all Released Claims that the Releasors have brought against Released Entities in the MDL Court.

Y. "*Non-Litigating Local Government*" means a Local Government that is neither a Litigating Local Government nor a Later Litigating Local Government.

Z. "*Non-Participating Local Government*" means a Local Government that is not a Participating Local Government.

AA. "*Non-Party*" means any entity other than Mylan, Released Entities, and Participating Local Governments.

BB. "*Non-Party Covered Conduct Claim*" means a Claim against a Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

CC. "*Non-Party Settlement*" means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

DD. "*Non-Released Entities*" means any person or entity other than the Released Entities.

EE. "*Participation Date*" means one hundred twenty (120) days after the Execution Date.

FF. "*Participating Local Government*" means Plaintiffs and any Local Government that executes the Election and Release Form and meets the requirements for becoming a Participating Local Government under subsection VII.B or VII.C.

GG. "*Party*" means Mylan and all Participating Local Governments.

HH. "*Plaintiffs*" means the Litigating Local Governments that brought suit against any Released Entity either before the Court, the MDL Court, or in other courts, including specifically, but without limitation, Roane County, Ritchie County, Wood County, Wirt County, Jackson County, Pleasants County, Berkeley County, Boone County, Fayette County, Kanawha County, Jefferson County, Morgan County, City of Spencer, City of Ripley, Town of Ravenswood, City of Williamstown, Town of Elizabeth, City of St. Mary's, and Town of Harrisville; Berkley County; Boone County, Fayette County, Kanawha County, Jefferson County Commission, Morgan County, and City of Charles Town.

II. "*Product*" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. "Product" also includes: (1) benzodiazepines, carisoprodol, zolpidem, and gabapentin; (2) a combination or "cocktail" of any stimulant or other prescription drug or chemical substance, including without limitation muscle relaxers, anesthetics, or sedatives, prescribed, sold, bought, or dispensed to be used together with any product that includes opioids or opiates; (3) any other controlled substances alleged to have contributed to, caused, or impacted the opioid crisis or alleged to be abused in combination with opioid products; (4) all opiate antagonists, including but not limited to naloxone and naltrexone; and (5) any other controlled substances alleged to have contributed to, caused, or impacted the opioid crisis or alleged to be abused in combination with opioid products. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, butorphanol, codeine, diphenoxylate, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, propoxyphene, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, zolpidem, gabapentin, or any variant of these substances or any similar substance, whether generic or branded, in whatever form, including but not limited to tablet, capsule, pill, patch, spray, and film, and whether or not listed by the U.S. Drug Enforcement Administration ("DEA") as Schedule II, III, or IV drugs pursuant to the federal Controlled Substances Act. "Product" also includes any natural, synthetic, semi-synthetic of chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.

JJ. "*Qualified Settlement Fund*" means the West Virginia Qualified Settlement Fund contemplated by this Agreement, into which the Settlement Sum shall be paid and which shall be established under the authority and jurisdiction of the Court in accordance with the requirements of 26 C.F.R. § 1.468B-1.

KK. "*Qualified Settlement Fund Administrator*" means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by the Court. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator's duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator's fees and costs, will be set forth by Court Order.

LL. "*Released Claims*" means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct, the Products, the Actions, and/or Alleged Harms whether known or unknown, suspected or unsuspected, asserted or unasserted, in law or in equity, that the Releasors, whether directly, representatively, derivatively, or in any other capacity, have, including all past and present civil, derivative, regulatory, administrative, or any other Claims that the Releasors may have under any applicable state, federal, regulatory, or administrative law or statute. The Parties intend that "Released Claims" be interpreted broadly. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by the State or any Litigating Local Governments in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, the Products, the Action, and/or Alleged Harms, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by West Virginia or any Local Governments, or any Releasors (whether or not West Virginia or such Local Government or Releasor has brought such action or proceeding). "Released Claims" is also used herein to describe Claims brought by a Later Litigating Local Government or other non-party Local Government that would have been Released Claims if they had been brought by a Releasor against a Released Entity prior to the Execution Date. "Released Claims" also includes all

Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct.

This Agreement does not release Claims by private individuals for damages for any alleged personal injuries arising out of their own use of a Product. It is the intent of the Parties that such Claims be treated in accordance with applicable law. While the State and Releasors take no position on the availability of such defense, in any action arising from or relating to such Claims or the Covered Conduct, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Amount required herein serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. For the avoidance of doubt, this Agreement also does not release claims asserted in *State of Connecticut, et al. v. Aurobindo Pharma USA, Inc., et al.*, Civil Action No. 17-CV-3768 (E.D. Pa.) or *State of Connecticut, et al. v. Teva Pharmaceuticals USA, Inc., et al.*, Civil Action No. 19-CV-2407 (E.D. Pa.), or *The State of Connecticut, et al. v. Sandoz, et al.*, Civil Action No. 2:20-cv-03539-CMR (E.D. Pa.).

MM. "*Released Entities*" means (i) Mylan Pharmaceuticals Inc.; (ii) all of the foregoing entity's respective past, present, and future, direct or indirect: parents, subsidiaries, divisions, sister companies, affiliates, related entities, holding companies, unincorporated business units, vendors, independent contractors, shareholders, officers, directors, insurers, general or limited partners, principals, employees, agents, attorneys; and (iii) any and all legal representatives, joint ventures, and the predecessors, heirs, executors, administrators, successors, assignees (including but not limited to assignees or purchasers of any Product), and insurers of each of the foregoing entities described in (i) and (ii) (solely in their capacity as such with respect to Released Claims and Covered Conduct).

NN. "*Releasors*" means (1) the State; (2) each Participating Local Government; and (3) without limitation and to the maximum extent of the power of the State and/or each Participating Local Government to release Claims, (a) the State's and each Participating Local Government's departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing, (b) any public entities or public instrumentalities and any other person or entity that performs services at the direction of the State and/or one or more Participating Local Governments, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or Local Governments in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Local Government. The State's Attorney General represents that he or she has or has obtained the authority set forth in Section VI.

OO. "*Remediation Amount*" means the amount attributable to the Alleged Harms, which shall be used to fund opioid abatement and treatment activities throughout the State.

PP. "*Settlement Sum*" means the total sum to be paid pursuant to this Agreement by or on behalf of Mylan and all Released Entities, as specified in Section III.A below. Neither Mylan nor any Released Entity shall be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.A below.

QQ. "*State*" means the State of West Virginia, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.

RR. "*Dismissal Orders*" means the MLP Dismissal Order(s) together with the MDL Notice(s) of Voluntary Dismissal.

III. CONSIDERATION

A. *Settlement Sum*. The Settlement Sum is $1,995,000.00. The Settlement Sum shall be inclusive of (1) the Litigation Cost Amount and (2) the Remediation Amount, and is expressly contingent upon the participation provisions set forth in Section III(B). Mylan and the Released Entities shall have no obligation, liability, or responsibility in connection with distribution of the Settlement Sum, the Litigation Cost Amount, or the Remediation Amount.

B. *Participation Threshold.* Mylan's payment of the Settlement Sum is expressly conditioned upon demonstration as of the Participation Date of 100% participation by the Local Governments, including all Litigating Local Governments and all Non-Litigating Local Governments, provided, however, (1) the following eleven Non-Litigating Local Governments are encouraged, but not required, to participate: Town of Auburn; Town of Buffalo; Camden-on-Gauley Town; Town of Davy; Follansbee City; Town of Hedgesville; Town of Matoaka; Town of Meadow Bridge; Town of Pullman; Town of Reedsville; and City of Westover; and (2) up to a total of five additional Class IV Local Governments that are Non-Litigating Local Governments, other than the said eleven, shall not be required to participate, though all Non-Litigating Local Governments are encouraged to participate (the "Participation Threshold"). Plaintiffs shall be deemed Participating Local Governments as of the Execution Date. On or before the Participation Date, Counsel shall provide to Mylan Election and Release Forms (in the form annexed as Exhibit D) for all Local Governments that elect to participate, other than Plaintiffs. If the Participation Threshold is not met, then Mylan is entitled to, at its sole discretion, proceed with the Agreement, void the Agreement, or reduce the settlement amount pro rata.

C. *Payment Timing.* Unless otherwise agreed upon by the Plaintiffs and Mylan in writing, within thirty (30) calendar days following the Participation Date, Mylan shall (1) if the Participation Threshold is met, make a one-time payment in the amount of $1,995,000.00 directed to the Qualified Settlement Fund pursuant to wiring instructions to be provided by Counsel; or (2) if the Participation Threshold is not met, determine, at its sole discretion, either to proceed with the Agreement, void the Agreement, or reduce the settlement amount pro rata and make a one-time payment for the reduced settlement amount directed to the Qualified Settlement Fund pursuant to wiring instructions to be provided by Counsel. For the avoidance of doubt, the requirement that Mylan pay the Settlement Sum pursuant to this Agreement shall become binding only upon Counsel's provision to Mylan of Election and Release Forms demonstrating that the Participation Threshold of 100% participation, as described in Section III.B, has been met or, in the event that the Participation Threshold has not been met, Mylan's election to proceed with the Agreement and/or reduce the settlement amount pro rata.

D. *No Other Obligations or Payments by Released Entities*. This Agreement does not impose any obligations on the Released Entities other than those specifically provided for in the Agreement. For the avoidance of doubt, other than the Settlement Sum, none of the Released Entities shall have any obligation to make any further or additional payment under this Agreement.

E. *Dismissal of Actions.* In consideration for the mutual promises and obligations set forth in this Agreement, within fourteen (14) business days of the Effective Date, Participating Local Governments with Actions pending before the Court as of the Effective Date shall file in the Court the MLP Dismissal Order effectuating the dismissal with prejudice of the Actions as to Mylan and all other Released Entities. Participating Local Governments with Actions pending in other courts as of the Effective Date, including but not limited to Actions pending in the MDL Court, shall dismiss their Actions with prejudice as to Mylan and all other Released Entities within fourteen (14) business days of the Effective Date by filing the MDL Notice of Voluntary Dismissal in each Action. All dismissals required by this Agreement shall be with prejudice and with each Party to bear its own costs (other than the Litigation Cost Amount).

IV. INTRA-STATE ALLOCATION AND DISBURSEMENT OF REMEDIATION AMOUNT

A. When the appropriate orders are issued, the Qualified Settlement Fund Administrator shall allocate and distribute the Remediation Amount to the State and Participating Local Governments as provided in the Order of the Panel and the West Virginia First Memorandum of Understanding, attached as Exhibit E. The Released Entities shall have no duty, obligation, responsibility, liability, whether direct or indirect or express or implied, related to, arising from, or concerning the allocation or distribution of the Remediation Amount by the Qualified Settlement Fund Administrator. The Releasors hereby forever waive, release, and discharge any and all Claims against the Released Entities related to, arising from, or concerning the allocation or distribution of the Remediation Amount by the Qualified Settlement Fund Administrator.

V. CESSATION OF LITIGATION ACTIVITIES

A. It is the Parties' intent that any and all litigation activities in the Actions relating to Claims against the Released Entities shall immediately cease as of the Execution Date, and that Claims against the Released Entities shall not be included in the trial of any action.

VI. RELEASE AND CLAIM-OVER

A. *Scope*. As of the Effective Date, and to the fullest extent permitted by law, (1) the Released Entities shall be, and hereby are, released and forever discharged from all of the Releasors' Released Claims, and (2) the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) absolutely, unconditionally, and irrevocably release, discharge, waive, and covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement 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 and all claim, demand, liability, or relief of any kind or character whatsoever (including any Claim) as a result of, arising out of, or relating in any way to the Released Claims and extend to the full extent of the power of each Releasor to release claims. The Release shall be, and is, a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement*

1. *Statement of Intent.* It is the intent of the Parties that:

a. Released Entities shall not seek indemnification (other than pursuant to an insurance contract) from Non-Parties for their payment obligations under this Agreement;

b. The payment of the Settlement Sum described in Section III.A shall be the sole payment made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), the Products, the Actions, and/or the Alleged Harms, and each Releasor expressly waives its right to seek reallocation to Mylan pursuant to W. Va. Code § 55-7-13C(d) of any amount that the Releasor is unable to collect from any other party held to be liable to the Releasor;

c. Claims by Releasors against Non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means;

d. It is expressly understood and agreed that the Parties have entered into this Agreement in good faith. In accordance with the Supreme Court of Appeals of West Virginia's decisions in *Board of Education of*

McDowell County v. Zando, Martin & Milstead, Inc., 182 W. Va. 597, 390 S.E.2d 796 (1990), and *Smith v. Monongahela Power Co.,* 189 W. Va. 237, 429 S.E.2d 643 (1993), it is the intent of the Releasors and the Released Entities that by making this good faith settlement of a disputed matter, the Released Entities are hereby relieved from any liability for Covered Conduct, the Products, and/or the Alleged Harms of a Non-Party under any theory, including on the basis of contribution, indemnity, or other claim-over (a "*Claim-Over*");

e. The provisions of this subsection VI.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith; and

f. The actions of a Releasor and the Released Entities taken pursuant to Section VI.B.4 must, in combination, ensure the Released Entities are not required to pay more with respect to Covered Conduct than the Settlement Sum owed by Mylan under this Agreement.

2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. *Non-Party Settlement.* To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), the Products, the Actions, and/or the Alleged Harms, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include) in the Non-Party Settlement, unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Mylan in subsection VI.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to the Covered Conduct, the Products, the Actions, and/or the Alleged Harms against a Non-Released Entity that does not contain a prohibition like that in subsection VI.B.2, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided

in subsection VI.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that the Released Entities are not required to make any payment with respect to the Covered Conduct, the Products, the Actions, and/or the Alleged Harms (beyond the amounts that will already have been paid by Mylan under this Settlement Agreement). Such steps may include, where permissible:

a. Filing of motions to dismiss or such other appropriate motion by Mylan or the Released Entities, and supported by the Releasors, in response to any Claim filed in litigation or arbitration;

b. Reduction of that Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

c. Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;

d. Return of monies paid by Mylan to that Releasor under this Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

e. Payment of monies to Mylan by that Releasor to ensure that it is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

f. Credit to the Released Entity under this Agreement to reduce the overall amount to be paid under this Agreement such that the Released Entity is held harmless from the Claim-Over; and

g. Such other actions as the Releasors and the Released Entity may devise to hold the Released Entity harmless from any Claim-Over.

C. *General Release.* In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waives and fully, finally, and forever releases, and discharges any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releasor does not know or suspect to exist in the Releasor's favor as of the Effective Date that, if known by the Releasor, would have materially affected the State's or any Participating Local Government's decision to provide the general release contemplated by this Section VI.C. A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) 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 State's decision to enter into the Agreement or the Participating Local Government's decision to participate in the Agreement.

D. *Cooperation.* Releasors (a) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity; (b) will cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims; and (c) will not participate in or join as a class member or class representative in a class action lawsuit and/or bring any claim, action, suit, appeal, or other proceeding against any Released Entity, directly or indirectly, regarding any and all Released Claims, and acknowledge that this Agreement is a bar to any such claim, action, suit, appeal, or other proceeding.

E. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Dismissal Order or other judgment entered on the Agreement, gives rise to under applicable law.

F. *Representation and Warranty.* On or before the Participation Date, the State will provide an Election and Release Form (in the form annexed as Exhibit I). By executing the Election and Release Form, the State confirms that it will settle and release (1) its claims; (2) the claims of all past and present executive departments, agencies, divisions, boards, commissions and instrumentalities of the State with the regulatory authority to enforce state and/or federal controlled substances acts; and (3) the claims of any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or suspension or revocation of a license to distribute or dispense controlled substances or to operate as a wholesale distributor or pharmacy. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor (including without limitation the West Virginia Board of Pharmacy, the West Virginia Board of Medicine, the West Virginia Department of Health and Human Resources, the West Virginia Office of Health Facility Licensure and Certification, the West Virginia Office of the Insurance Commissioner, and the West Virginia Public Employees Insurance Agency). Also, for the purposes of clause (3), a release from the State's Attorney General is sufficient to demonstrate that the appropriate releases have been obtained.

G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the State, any Local Government, or any other Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Sum or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Sum or any portion thereof.

H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims not related to Covered Conduct, the Products, and/or the Alleged Harms that are not asserted in any Actions to be dismissed pursuant to the Agreement, Claims for any outstanding liability under any tax or securities law, Claims by Releasors against parties who are not Released Entities, Claims by private individuals for damages for any alleged personal injuries arising out of their own use of a Product, and any Claims arising under the Agreement for enforcement of the Agreement. While the Plaintiffs take no position on the availability of such defenses, in any action arising from or relating to the Covered Conduct, the Products, the Actions, and/or Alleged Harms, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Amount serves as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. For the avoidance of doubt, this Agreement also does not release claims asserted in *State of Connecticut, et al. v. Aurobindo Pharma USA, Inc., et al.*, Civil Action No. 17-CV-3768 (E.D. Pa.) or *State of Connecticut, et al. v. Teva Pharmaceuticals USA, Inc., et al.*, Civil Action No. 19-CV-2407 (E.D. Pa.), or *The State of Connecticut, et al. v. Sandoz, et al.*, Civil Action No. 2:20-cv-03539-CMR (E.D. Pa.).

VII. PARTICIPATION BY LOCAL GOVERNMENTS

A. *Notice.* As soon as practicable after the Execution Date, Plaintiffs' Counsel shall send notice to all Local Governments in the State eligible to participate in the settlement and the requirements for participation. Such notice may include by letter, email, and other standard, non-publicized forms of notification.

B. *Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments.* A Plaintiff becomes a Participating Local Government by virtue of execution of this Agreement, as of the Execution Date. All other Litigating Local Governments and Later Litigating Local Governments may become a Participating Local Government prior to the Participation Date either by (1) executing an Election and Release Form (Exhibit D); or (2) having its claims extinguished by operation of law or released by the State's Office of the Attorney General.

C. *Requirements for Becoming a Participating Local Government: Non-Litigating Local Governments.* A Non-Litigating Local Government may become a Participating Local Government prior to the Participation Date either (1) by executing an Election and Release Form (Exhibit D) specifying (a) that the Local Government agrees to the terms of this Agreement pertaining to Participating Local

Governments, (b) that the Local Government releases all Released Claims against all Released Entities, and (c) that the Local Government submits to the jurisdiction of the Court for purposes limited to the Court's role under the Agreement, or (2) by having its claims extinguished by operation of law or released by the State's Office of the Attorney General.

D. *Requirements for Becoming a Participating Local Government: Authority.* Plaintiffs and each Local Government that executes an Election and Release Form (Exhibit D) each represents and warrants that (a) its executing representative has full legal right, power, and authority to enter into and perform this Agreement, (b) the execution and delivery of this Agreement or the Election and Release Form joining this Agreement by such Local Government and the consummation by such Local Government of the transactions contemplated by this Agreement have been duly authorized by such Local Government, (c) this Agreement constitutes a valid, binding, and enforceable agreement, and (d) such Local Government has not assigned any of the claims released herein to any person or entity and no consent or approval of any person or entity is necessary for such Local Government to enter into this Agreement. Each Local Government further represents and warrants that it is represented by, and has consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement, has been given the opportunity to review independently this Agreement with such legal counsel, and agrees to the particular language of the provisions herein, that each Local Government has had a reasonable amount of time in which to review and consider this Agreement, that each Local Government has read and understands all of the provisions herein, that each Local Government is competent to enter into this Agreement, and that each Local Government is entering into this Agreement knowingly and voluntarily of its own free will. Each Plaintiff by executing this Agreement and each other Local Government by executing the Election and Release Form further represents that it does not rely on inducements, promises, or representations made by anyone other than those embodied in the Agreement.

E. *Representation With Respect to Local Government Participation.* Plaintiffs' Counsel believes the Settlement Agreement to be fair and represents and warrants that Plaintiffs' Counsel has a good faith belief that all Litigating Local Governments will become Participating Local Governments. Counsel acknowledges the materiality of the foregoing representation and warranty. Further, Plaintiffs' Counsel will use best efforts to secure participation by all Local Governments within the State, including all Litigating Local Governments and all Non-Litigating Local Governments. To the extent any Local Governments do not become Participating Local Governments, the Plaintiffs' Counsel shall take all appropriate steps to resolve any remaining Claims by such Local Governments against Mylan and Released Entities, which may include seeking the enactment of a legislative Bar.

F. *Non-Participating Local Governments.* To the extent there are any Non-Participating Local Governments, Mylan shall exercise its election as set forth in Section III(B). If Mylan elects to proceed with the Agreement and/or reduce the settlement amount pro rata, Non-Participating Local Governments shall be ineligible to receive any portion of the Settlement Sum.

G. *Representation With Respect to Abatement Claims.* The Plaintiffs represent and warrant that the Remediation Amount shall be used to fund opioid abatement and treatment activities throughout the State, and that the Settlement Agreement is intended to release the Released Claims, which include but are not limited to any and all Claims for abatement within the State. The Plaintiffs acknowledge the materiality of the foregoing representation and warranty.

H. *Representation With Respect to Litigation Cost Amount.* Counsel submits to the jurisdiction of the Court for purposes of an application to receive attorneys' fees and costs from the Common Benefit Fund, knowingly and expressly agrees to be bound by the determination of the Court with respect to allocation of the Litigation Cost Amount, and waives the ability to appeal that determination.

I. *Case Management Order.* The Parties will at Mylan's election jointly ask the Court to enter the Case Management Order annexed hereto as Exhibit H, which is applicable only to Non-Participating Local Governments and Later Litigating Local Governments.

VIII. MISCELLANEOUS

A. *No Admission of Liability.* The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Mylan and Plaintiffs and between the Released Entities and all Releasors. Mylan is entering into this Settlement Agreement solely for the purposes of settlement and to resolve all Actions and Released Claims and thereby avoid significant expense, inconvenience, and uncertainty. Mylan denies the allegations in the Actions and denies any civil or criminal liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Mylan or any Released Entity of: (1) any violation of any law, regulation, or ordinance; (2) any fault, liability, or wrongdoing; (3) the strength or weakness of any Claim or defense or allegation made in the Actions, or in any other past, present, or future proceeding relating to any Covered Conduct; (4) the legal viability of the claims and theories in the Actions, including but not limited to the legal viability of the relief sought; or (5) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product in accordance with applicable laws and regulations.

B. *Use of Agreement as Evidence.* The Parties agree that, in any future legal or other proceeding, evidence of this Agreement or concerning any term or provision in this Agreement, or any act performed or document executed pursuant to or in furtherance of this Agreement, shall not be used in any way, shall not be discoverable or admissible in any respect, and shall be without prejudice to each Party's legal position, except in connection with any action to enforce this

Agreement. For the avoidance of doubt, the Parties agree that evidence of this Agreement or concerning any term or provision in this Agreement, or any act performed or document executed pursuant to or in furtherance of this Agreement, (1) shall not be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any Claim or defense or allegation made in those Actions, or any wrongdoing, fault, or liability of any Released Entities; and (2) is not, shall not be deemed to be, and shall not be used as an admission or evidence relating to any liability, fault, or omission of Released Entities. This Agreement, evidence of this Agreement or concerning any term or provision in this Agreement, and any act performed or document executed pursuant to or in furtherance of this Agreement, shall not be admissible in any proceeding for any purpose, including without limitation any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal, except to enforce the terms of the Agreement. Notwithstanding the foregoing, the Released Entities may file or use this Agreement in any action or proceeding (1) involving a determination regarding insurance coverage, (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Settlement Agreement provides full or partial compensation for asserted harms or otherwise satisfies the relief sought.

C. *Use of Evidence at Trial.* The Releasors agree that any evidence in any trial of any Claims brought by any Releasors that references Released Entities or Products will be used solely against Non-Released Entities that are defendants in such a trial.

D. *No Precedential Value.* No part of this Agreement is intended for use by any non-Party for any purpose, including submission to any court for any purpose. The Parties agree and acknowledge that this Agreement carries no precedential value and should not be relied upon by any person or entity as evidence of any obligation of any Party under any circumstances, including to but not limited to similar circumstances.

E. *No Affirmative Publicity.* Plaintiffs, each Participating Local Government, and their respective Releasors and Counsel agree that they will not affirmatively issue any press releases or media announcements concerning the fact of a settlement, the settlement terms, or the Agreement at any time, including after the Execution Date, the Participation Date, and the Effective Date. The Released Entities acknowledge that Releasors are public entities and that this provision shall in no way prevent Releasors from fully complying with all laws regarding public disclosures, seeking approval of this settlement, or fulfilling their role as publicly elected officials. Notwithstanding the foregoing, Mylan shall have the right to disclose the settlement in connection with its financial, legal, insurance, securities, or reporting procedures or obligations as needed or appropriate.

F. *Non-Disparagement.* Plaintiffs, each Participating Local Government, and their respective Releasors and Counsel agree not to make any written or verbal statement to any person or entity at any time in the future that is critical, denigrating, or otherwise reasonably likely to be harmful to the Released Entities, or to be injurious to the goodwill, reputation, or business standing of the Released Entities, relating to the Released Entities' role or alleged role with respect to the Covered Conduct, the Products, the Actions, and/or the Alleged Harms.

G. *Voluntary Settlement.* This Settlement Agreement was negotiated in good faith and at arm's-length, and the State and the Participating Local Governments agree that the exchange of the Remediation Amount and Litigation Cost Amount for the releases set forth herein represent appropriate and fair consideration.

H. *Taxes.*

1. Each of the Parties acknowledges, agrees, and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code ("IRC") and Regulation Section 162-21(b) *et seq.*, the Remediation Amount paid by Mylan constitutes restitution or remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law within the meaning of IRC Section 162(f)(2)(A). The Parties acknowledge, agree, and understand that only the Litigation Cost Amount represents reimbursement to the State, any Participating Local Government, or other person or entity for the costs of any investigation or litigation; that no portion of the Remediation Amount represents reimbursement to the State, any Participating Local Government, or any other person or entity for the costs of any investigation or litigation within the meaning of Regulation Section 1.162(f)-21(e)(4)(iii)(A); and that no portion of the Remediation Amount represents or should properly be characterized as the payment of fines, penalties, or other punitive assessments or an election to be treated in lieu of a fine as such under Regulation Section 1.162(f)-21(e)(4)(iii)(B).

2. The State and every Participating Local Government shall complete and file Form 1098-F with the Internal Revenue Service signed by the Appropriate Official as defined in Regulation Section 1.6050X-1(f)(1), and in compliance with regulations prescribed under Regulation Section 1.6050X-1 *et seq.*, identifying the Remediation Amount as remediation/restitution amounts, and shall furnish Copy B of such Form 1098-F to Mylan prior to January 31st following the year in which this Agreement becomes binding.

3. The State and Participating Local Governments shall cooperate in good faith with Mylan with respect to: (a) preparation of Form 1098-F described above, (b) documentation required by Regulation Section 1.162-21(b)(3)(ii), and (c) tax claims, disputes, investigations, audits, examinations, contests, litigation, or other proceedings relating to this Agreement.

4. Mylan makes no warranty or representation to the State or any Participating Local Government as to the tax consequences of the Remediation Amount or the Litigation Cost Amount or any portion thereof, and shall have no obligation, liability, or responsibility in connection with any tax filings to be made by the State and Participating Local Governments.

I. *Federal, State and Local Laws Prevail.* Nothing in this Agreement shall be construed to authorize or require any action by Mylan or the Released Entities in violation of applicable federal, state, or other laws.

J. *No Third-Party Beneficiaries.* Except as to Released Entities, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.

K. *Binding Agreement.* This Agreement, inclusive of all Releases, including the Election and Release Forms by the State and Participating Local Governments, which are incorporated hereto, shall be binding upon, and inure to the benefit of, the successors and assignees of the Agreement Parties and the Released Entities.

L. *Choice of Law.* The Parties shall meet and confer in an attempt to resolve any issues arising under this Agreement. Barring resolution, any dispute arising from or in connection with this Settlement Agreement shall be governed by West Virginia law without regard to its choice-of-law provisions.

M. *No Conflict Intended.* The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. In the event of a dispute concerning the terms and conditions of the Agreement, the headings shall be disregarded. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.

N. *No Party Deemed to be the Drafter.* None of the Agreement Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

O. *Authority.* Undersigned counsel for Plaintiffs represents and warrants that Plaintiffs have duly authorized such undersigned counsel to enter into this Agreement on their behalf.

P. *Modification.* This Agreement may only be altered, amended, modified, or otherwise changed by a written agreement of the Parties.

Q. *Waiver.* This Agreement shall not be subject to waiver, modification, or amendment unless by written instrument duly executed by the Parties. Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement. This Agreement is agreed upon without trial or adjudication of any issue of fact or law or finding of liability of any kind and shall not be construed or used as a waiver or limitation of any defense otherwise available (including, but not limited to, jurisdictional defenses) to Mylan or any other Released Entity in any action (including, but not limited to, the Actions) or any other proceeding. This Agreement shall not be construed or used as a waiver of any Mylan or Released Entity's right to defend itself from, or make any legal or factual arguments in, any other regulatory, governmental, private party, or class claims or suits relating to the Covered Conduct, the Products, the Actions and/or the subject matter or terms of this Agreement. For the avoidance of doubt, nothing in this Agreement is intended to or shall be construed to prohibit any Mylan or Released Entity in any way whatsoever from taking legal or factual positions with regard to any Covered Conduct and/or Products in defense of litigation, other legal proceedings, or investigations.

R. *Entire Agreement.* This Agreement, which expressly includes all executed Election and Release Forms, represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

S. *Counterparts.* This Agreement may be executed in counterparts, and an electronic signature, facsimile signature, or pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature. Each counterpart shall be deemed an original, all of which together shall constitute one and the same agreement.

T. *Severability.* In the event any one or more immaterial provisions of this Agreement shall for any reason be held to be void, invalid, illegal, or unenforceable in any respect, such void, invalid, illegal, or unenforceable provision shall be severed from the Agreement and shall not affect any other provision of this Agreement, which shall remain in full force and effect. Material provisions are those in Sections III.A, III.B, III.E, V, VI, VII.B, VII.C, VII.D, VII.E, and VII.G of this Agreement, which shall not be severable.

U. *Notice.* All notices under this Agreement shall be provided to the following via email and hard copy sent by Overnight Mail:

Counsel for Mylan

HOGAN LOVELLS US LLP
Rebecca C. Mandel, Esq.
555 Thirteenth St., NW
Washington, DC 20004
rebecca.mandel@hoganlovells.com

Counsel for Plaintiffs

Bob Fitzsimmons, Esq.
Mark Colantonio, Esq.
Fitzsimmons Law Firm, PLLC
1609 Warwood Avenue
Wheeling, West Virginia 26003
Telephone: (304) 277-1700
Facsimile: (304) 277-1705

Kevin C. Harris, Esq.
Eric J. Holmes, Esq.
Law Offices of Harris and Holmes, PLLC
115 North Church Street
Ripley, West Virginia 25271
Telephone: (304) 372-7004
Facsimile: (304) 372-7042

******SIGNATURE PAGE FOLLOWS******

Authorized and agreed to by:

Douglas Miner

MYLAN PHARMACEUTICALS INC.
Douglas Miner
General Counsel, North America

Kevin C. Harris /mac per authority

Kevin C. Harris (WVSB# 8814)
Law Offices of Harris and Holmes, PLLC
115 North Church Street
Ripley, West Virginia 25271
Telephone: (304) 372-7004
Facsimile: (304) 372-7042

On behalf of Plaintiffs

Eric Holmes /mac per authority

Eric J. Holmes (WVSB# 8857)
Law Offices of Harris & Holmes, PLLC
115 North Church Street
Ripley, West Virginia 25271
Telephone: (304) 372-7004
Facsimile: (304) 372-7042

On behalf of Plaintiffs

/s/ Bob Fitzsimmons

Bob Fitzsimmons (WVSB# 1212)
Fitzsimmons Law Firm, PLLC
1609 Warwood Avenue
Wheeling, West Virginia 26003
Telephone: (304) 277-1700
Facsimile: (304) 277-1705

On behalf of Plaintiffs

/s/ Mark Colantonio

Mark Colantonio (WVSB# 4238)
Fitzsimmons Law Firm, PLLC
1609 Warwood Avenue
Wheeling, West Virginia 26003
Telephone: (304) 277-1700
Facsimile: (304) 277-1705

On behalf of Plaintiffs

Resolution No. 846-23

Introduced in Council: July 17, 2023

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 846-23 - Authorizing the Mayor or City Manager to purchase twenty-five (25) Automated External Defibrillator (AED) from Strkyer Medical in the amount of $33,014.25 for the Charleston Fire Department, where the purchase is pursuant to a competitively bid State contract.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to purchase twenty-five (25) Automated External Defibrillator (AED) from Strkyer Medical in the amount of $33,014.25 for the Charleston Fire Department where the purchase is pursuant to a competitively bid State contract.

Request for AED and Locations:

City Hall	501 Virginia Street 1st floor
McFarland	915 Quarrier Street
Engineering	105 McFarland Street
Parking / TPT	Summers Street
#6 Parking Garage	164 Summers Street
Public Grounds	1 Twilight Drive
Equipment Maintenance	1100b Pennsylvania Ave
Refuse	1100b Pennsylvania Ave
Street	1100b Pennsylvania Ave
Police Roll Call	Lee Street
Municipal Court	Court Street
Police Station	Transit Station

stryker

CharlestonFD-PADProgram-Apr23

Quote Number:	10686900	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CHARLESTON FIRE DEPT	Rep:	Austin Long
	Attn:	Email:	austin.long@stryker.com
		Phone Number:	(858) 774-0394

Quote Date: 06/30/2023
Expiration Date: 09/28/2023

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	CHARLESTON FIRE DEPT	Name:	CHARLESTON FIRE DEPT	Name:	CHARLESTON FIRE DEPT
Account #:	1080876	Account #:	1080876	Account #:	1080876
Address:	808 VIRGINIA ST W	Address:	808 VIRGINIA ST W	Address:	808 VIRGINIA ST W
	CHARLESTON		CHARLESTON		CHARLESTON
	West Virginia 25302-1820		West Virginia 25302-1820		West Virginia 25302-1820

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	350-STR-US-10	HeartSine samaritan PAD 350P AED, Semi-automatic	25	$1,112.54	$27,813.50
2.0	PAD-CAB-04	HeartSine Wall Cabinet with Alarm	25	$157.24	$3,931.00
				Equipment Total:	$31,744.50

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$1,269.75
Grand Total:	$33,014.25

Comments:

WV Contract: CMA 0212 AED22C

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at https://www.strykeremergencycare.com/terms.

Resolution No. 847-23

Introduced in Council: July 17, 2023

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 847-23 - Authorizing the Mayor or City Manager to purchase one mini-packer refuse collection truck from West Virginia Tractor Company in the total amount of $135,000.00, where the purchase price was determined through a competitive bidding process.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to purchase one mini-packer refuse collection truck from West Virginia Tractor Company in the total amount of $135,000.00, where the purchase price was determined through a competitive bidding process.

		West Virginia Tractor Company	
Item	Quantity	Price	Extension
BID AND PROPOSAL FORM (2 OF 3)			
Mini Packer Truck	1.00	$135,000.00	$135,000.00
1 Items	**Totals**		$135,000.00

Resolution No. 848-23

Introduced in Council: Adopted by Council:

July 17, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 848-23 - Authorizing settlement of pending disputed claims against the City in the matter known as Darrell Mullins v. City of Charleston, Civil Action No. 21-C-761 in the Circuit Court of Kanawha County, West Virginia, as recommended by the City Solicitor.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the City Council hereby authorizes and approves the settlement of pending disputed claims against the City by Darrell Mullins, as contained in Civil Action No. 21-C-761 in the Circuit Court of Kanawha County, West Virginia, in the amount of $125,000.00, as recommended by the City Solicitor. The City Council authorizes the City Solicitor and City Manager to take all necessary steps to finalize resolution of the claims.

Resolution No. 849-23

Introduced in Council: Adopted by Council:

July 17, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 849-23 - Authorizing approval of Amendment No. 1 of the FY 2023-2024 General Fund Budget as indicated on the attached list of accounts.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That Amendment No. 1 of the FY 2023-2024 General Fund Budget as indicated on the attached list of accounts is approved.

General Fund FY 2023-2024 Budget Amendment No. 01 - July 17, 2023

Revenues and Fund Balances

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
001 295 0	Fund Balance	Non-Spendable Fund Balance	-	206,931	206,931
001 305 01 0000	Revenue	Business & Occupation Tax	47,800,000	(206,931)	47,593,069
		Net Increase/(Decrease) to Revenues		-	

Expenditures

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
					-
		Net Increase/(Decrease) to Expenditures		-	

Description:

Nonspendable Fund Balance - To recognize nonspendable fund balances for Prepaid Insurance expenses.

Revenues and Fund Balances

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
001 296 0	Fund Balance	Restricted Fund Balance - Debt Service	-	337,437	337,437
001 305 01 0000	Revenue	Business & Occupation Tax	47,593,069	(337,437)	47,255,632
		Net Increase/(Decrease) to Revenues		-	

Expenditures

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
					-
		Net Increase/(Decrease) to Expenditures		-	

Description:

Restricted Fund Balance - To recognize funds restricted for Ball Park Debt Service.

Revenues and Fund Balances

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
001 298 0	Fund Balance	Assigned Fund Balance	-	6,567,377	6,567,377
		Net Increase/(Decrease) to Revenues		6,567,377	

Expenditures

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
001 975 00 436 4 459	Capital Outlay - General Governmen	Building Commission - Equipment	42,000	84,208	126,208
001 975 00 439 4 459	Capital Outlay - General Governmen	Information Systems - Equipment	248,500	41,478	289,978
001 976 00 700 4 459	Capital Outlay - Public Safety	Police - Equipment	1,011,700	638,445	1,650,145
001 976 00 706 4 459	Capital Outlay - Public Safety	Fire - Equipment	1,944,000	3,865,100	5,809,100
001 977 00 750 4 459	Capital Outlay - Streets	Streets - Equipment	1,214,000	283,852	1,497,852
001 978 00 800 4 459	Capital Outlay - Health & Sanitation	Refuse - Equipment	230,000	1,553,927	1,783,927
001 979 00 900 4 459	Capital Outlay - Culture & Recreation	Parks & Recreation - Equipment	50,000	100,367	150,367
		Net Increase/(Decrease) to Expenditures		6,567,377	

Description:

Assigned Fund Balance - To recognize the assigned balance for items approved by Council and ordered but not delivered before the end of the FY 2023.

General Fund FY 2023-2024 Budget Amendment No. 01 - July 17, 2023

Revenues and Fund Balances

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
001 299 0	Fund Balance	Unassigned Fund Balance	-	1,645,846	1,645,846
		Net Increase/(Decrease) to Revenues		1,645,846	

Expenditures

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
001 975 00 420 4 459	Capital Outlay - General Governmen	Engineering - Equipment	42,000	68,076	110,076
001 975 00 439 4 459	Capital Outlay - General Governmen	Information Systems - Equipment	289,978	300,000	589,978
001 975 00 440 4 459	Capital Outlay - General Governmen	General Services - Equipment	-	63,744	63,744
001 975 00 567 4 459	Capital Outlay - General Governmen	Public Grounds - Equipment	192,000	10,000	202,000
001 976 00 700 4 459	Capital Outlay - Public Safety	Police - Equipment	1,650,145	193,026	1,843,171
001 976 00 706 4 459	Capital Outlay - Public Safety	Fire - Equipment	5,809,100	90,000	5,899,100
001 977 00 750 4 459	Capital Outlay - Streets	Streets - Equipment	1,497,852	640,000	2,137,852
001 977 00 754 4 459	Capital Outlay - Streets	Equipment Maintenance - Equipment	-	96,000	96,000
001 978 00 800 4 459	Capital Outlay - Health & Sanitation	Refuse - Equipment	1,783,927	135,000	1,918,927
001 979 00 900 4 459	Capital Outlay - Culture & Recreation	Parks & Recreation - Equipment	150,367	50,000	200,367
		Net Increase/(Decrease) to Expenditures		1,645,846	

Description:

Unassigned Fund Balance - To recognize the unassigned balance for items budgeted but not purchased in FY 2023.

Reportable: To maintain compliance with the budgetary guidelines of the State of West Virginia.

Resolution No. 851-23

Introduced in Council: Adopted by Council:

July 17, 2023

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 851-23 - Authorizing the Mayor or City Manager to enter into a contract with McClanahan Construction Company, LLC, in the amount of $1,012,818.00 for the 2023 Concrete Sidewalk & Accessible Ramp Project pursuant to a competitive bidding process.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with McClanahan Construction Company, LLC, in the amount of $1,012,818.00 for the 2023 Concrete Sidewalk & Accessible Ramp Project pursuant to a competitive bidding process.

		BRUCE D MCCLANAHAN		L&T Construction Services		Tempo Construction LLC		SQP Construction	
Item	Quantity	Price	Extension	Price	Extension	Price	Extension	Price	Extension
BID AND PROPOSAL FORM (2 OF 3)									
Item 3.01 – Concrete Ramp and Sidewalk - SF	30,925.00	$25.60	$791,680.00	$27.50	$850,437.50	$30.00	$927,750.00	$25.00	$773,125.00
Item 3.02 - Curb and Gutter - LF	450.00	$45.00	$20,250.00	$92.00	$41,400.00	$85.00	$38,250.00	$125.00	$56,250.00
Item 3.03 - Integral Curb - LF	2,980.00	$25.60	$76,288.00	$42.00	$125,160.00	$24.00	$71,520.00	$100.00	$298,000.00
Item 3.04 - Plain Curb - LF	600.00	$35.00	$21,000.00	$42.00	$25,200.00	$74.00	$44,400.00	$75.00	$45,000.00
Item 3.05 - Detectable Warning Surfaces - EA	182.00	$250.00	$45,500.00	$250.00	$45,500.00	$250.00	$45,500.00	$250.00	$45,500.00
Item 3.06 – Curb Inlet Adjustment - EA	12.00	$300.00	$3,600.00	$1,000.00	$12,000.00	$2,300.00	$27,600.00	$2,000.00	$24,000.00
Item 3.07 - Asphalt Replacement - TON	10.00	$350.00	$3,500.00	$1,100.00	$11,000.00	$5,500.00	$55,000.00	$500.00	$5,000.00
Item 3.08 – Traffic Control	1.00	$41,000.00	$41,000.00	$22,000.00	$22,000.00	$40,000.00	$40,000.00	$135,000.00	$135,000.00
Item 3.09 – Allowances	1.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
Totals			**$1,012,818.00**		**$1,142,697.50**		**$1,260,020.00**		**$1,391,875.00**
Local Vendor Preference		**(-$5,000) $1,007,818.00 ✓**		**Does not qualify.**		**Does not qualify.**		**(-$5,000) $1,386,875.00**	

General List of Locations is as follows:

Ramp Replacements

Virginia St. E./Truslow St. – 2 Ramps
Virginia St. E./Goshorn St. – 4 Ramps
Virginia St. E./Court St. – 2 Ramps
5th Ave. W./26th St. – 2 Ramps
5th Ave. W./27th St. – 4 Ramps
5th Ave. W./29th St. – 3 Ramps
Kemp Ave./Rebecca St. – 3 Ramps
Beech Ave./Somerset Dr. – 6 Ramps
Beech Ave./Mathews Ave. – 8 Ramps
Beech Ave./Park Ave. – 4 Ramps
Beech Ave./West Ave. – 4 Ramps
Stephen Ave./Beech Ave. – 3 Ramps
Garden St./Hunt Ave. – 1 Ramp
Park Ave./Orchard St. – 6 Ramps
Park Ave./Garden St. – 6 Ramps
Park Ave./Red Oak St. – 6 Ramps
Madison St./Florida St. – 2 Ramps
Madison St./Beatrice St. – 2 Ramps
Madison St./Adams St. – 2 Ramps
Madison St./Russell St. – 1 Ramp
Adams St./7th Ave. – 4 Ramps
Adams St./Homer St. – 4 Ramps
Hunt Ave./7th Ave. – 4 Ramps
Hunt Ave./ Homer St. – 2 Ramps
Russell St./7th Ave. – 4 Ramps
Russell St./Alley – 2 Ramps
4th Ave./Stockton St. – 2 Ramps
Tennessee Ave/Wyoming St. – 4 Ramps
Tennessee Ave/Roane St. – 8 Ramps
Crescent Rd./Watts Ave. – 2 Ramps
Crescent Rd./Buchanan St. – 1 Ramp
Laidley St./Quarrier St. – 3 Ramps
Brooks St./Quarrier St. – 8 Ramps
McFarland St./Virginia St. – 4 Ramps
Dickinson St./Virginia St. – 1 Ramp
Hale St./Virginia St. – 2 Ramps
Alley running east off Brooks to Morris between Virginia and Quarrier – 4 Ramps
Thompson St./Jackson St. – 4 Ramps
Alley off Thompson between Jackson and Washington – 4 Ramps
Dixie St./Nancy St. – 2 Ramps
Dixie St./Thompson St. - 6 Ramps
Alley off Dixie between Nancy and Thompson – 2 Ramps
Jackson St./Nancy St. – 8 Ramps

Alley off Jackson between Thompson and Nancy – 2 Ramps

Bridge Rd./Justice Row – 1 Ramp
Bridge Rd./Myrtle Rd. – 1 Ramp
Bridge Rd./Walnut Rd. – 5 Ramps
Bridge Rd./Crossing at 1034 Bridge Rd. – 2 Ramps
Bridge Rd./Forest Rd. – 2 Ramps
Tennis Club Rd./End GW Parking Lot – 1 Ramp
Tennis Club Rd./Centre Court Rd. – 2 Ramps
Tennis Club Rd./Presidential Dr. Dr. – 2 Ramps
Presidential Dr./South Gate Rd. – 2 Ramps
Presidential Dr./Hamilton Pl. – 1 Ramp

Curb and Sidewalk Replacement
Greyhound Bus Station-Replacing brick portion of sidewalk and curb (as needed) on Lee, Reynolds and Washington Streets. This work includes 4 ramps.
629 Main Street-Replacing curb and sidewalk on east side of Elm St. from intersection of Main St. and Elm St. south for approx. 85'. This work includes 1 ramp.