

OPIOID COMMUNITY COUNCIL

June 16, 2026

2:30 pm

**United Way Office
1 United Way Square
Charleston, WV 25301**

AGENDA

(no official action will be taken at this meeting)

- 1. Call to Order**
- 2. Organizational Meeting: Introduction of Members, Update from United Way, Next Steps for Round 2**
- 3. Adjournment**

MS (ns)

MEMORANDUM OF UNDERSTANDING

Between the City of Charleston, West Virginia and the United Way of Central West Virginia for the administration and distribution of opioid settlement funds to local public entities

This Memorandum of Understanding (“MOU”) is entered into this ___ day of _____, 2025, by and between the City of Charleston, a West Virginia municipal corporation (“City”) and the United Way of Central West Virginia, Inc., a West Virginia non-profit corporation (“United Way”). City and United Way are each a Party to this MOU and may be referred to herein collectively as the Parties.

Whereas, the City, other West Virginia municipalities, West Virginia counties, and the State of West Virginia have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the City, other West Virginia municipalities, West Virginia counties, and the State of West Virginia engaged in litigation seeking to hold entities within the Pharmaceutical Supply Chain accountable; and

Whereas, the City, other West Virginia municipalities, West Virginia counties, and the State of West Virginia entered into the West Virginia First Memorandum of Understanding setting forth their agreement regarding the allocation and use of the proceeds of Settlements and Judgments arising from said litigation; and

Whereas, the City has been allocated certain funds that can be spent on Approved Purposes, as set forth in Exhibit A to the West Virginia First Memorandum of Understanding, which is also attached to and made a part of this MOU as Exhibit A; and

Whereas, in assessing the Approved Purposes, the City has determined that a portion of the settlement funds should be allocated to local entities working in prevention, treatment, and recovery, pursuant to guidance from the Opioid Collaborative Community Council (the “Community Council”) which shall be established by the City of Charleston contemporaneously with the adoption of this MOU; and

Whereas, the City has determined that a portion of the settlement funds should be allocated to the United Way to act as fiscal agent, provide staff support, and otherwise oversee the disbursement of these funds pursuant to the guidance of the Opioid Community Council.

Now, Therefore, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Purpose

The purpose of this MOU is to establish a framework for the administration and distribution of opioid settlement funds to local entities working in prevention, treatment, and recovery. The funds were awarded to the City and will be distributed upon the direction of the Opioid Community Council created herein and with the oversight of the

United Way, in a manner consistent with the West Virginia First Memorandum of Understanding and this MOU.

2. Funding and Disbursement

The City agrees to disburse an initial amount of \$600,000 of opioid settlement funds to the United Way during July 2025. Beginning July 1, 2026, and continuing annually each fiscal year through June 30, 2029, the City shall disburse to the United Way an annual amount of \$100,000 of opioid settlement funds plus any interest that has accumulated in the City's opioid settlement fund account, which is designated as Fund 2027, at the time of disbursement. Disbursements after the initial amount are contingent on the City receiving scheduled future distributions from the West Virginia First Qualified Settlement Fund. In the event future distributions are not received, only the accumulated interest will be disbursed to the United Way. Funding, as it is received by the United Way, will be evenly split between three categories: Prevention, Treatment, and Recovery.

3. Responsibilities of the United Way

The United Way shall serve as the fiscal agent for the receipt, management, and distribution of the opioid settlement funds disbursed by the City pursuant to section 2 of this MOU. The United Way shall:

- Administer all funds in compliance with applicable local, state, and federal laws and guidelines.
- Serve as the community fiscal agent and provide compliance oversight for the Opioid Community Council, as designated herein.
- Ensure all funds and any accrued interest are used solely for purposes permitted by the West Virginia First Memorandum of Understanding and consistent with this MOU and Exhibit A hereto.
- Maintain records of all grant applications, grant recommendations, grant awards, and all related documents regarding the work of the Opioid Community Council.
- Assist the Opioid Community Council with:
 - Hosting at least one public forum every year to gather community feedback.
 - Developing a funding application process to be reviewed annually.
 - Develop the grading rubric for applications to be reviewed annually.
 - The creation of an annual report on the distribution and use of the funds, which the Opioid Community council can submit to the Mayor of Charleston and the Charleston City Council.

The United Way may retain an administrative fee no more than 10% of the funds disbursed each fiscal year in order to provide these resources, oversight, and management to the Opioid Community Council.

4. Use and Management of Funds

The following guidelines shall apply to the management and use of the opioid settlement funds that are disbursed pursuant to Section 2 of this MOU:

- Permitted Uses: All funds shall be used exclusively for the purposes described in applicable opioid settlement agreements and the West Virginia First Foundation guidelines. In particular, the funds shall be distributed in a manner consistent with the purposes set forth in Exhibit A.
- Interest Earnings: Any interest earned on funds disbursed pursuant to Section 2 of this MOU shall remain with the United Way and shall not lapse or revert to the City's general fund, except as provided for in this MOU.
- Grants awarded from these funds by the Opioid Community Council shall be for amounts between \$10,000 and \$50,000 each.
- Although funding is initially allocated evenly between categories for Prevention, Treatment, and Recovery, if fewer qualifying applications are received in any one category the remaining available funds may be redistributed into the other categories.

5. Creation of Opioid Collaborative Community Council

The Opioid Community Council will serve as an advisory board and will review all applications and provide final recommendations to the United Way for funding distribution. The United Way may reject recommendations if it believes that the recommendation would violate this MOU, local, state, or federal law, the West Virginia First Memorandum of Understanding, or is otherwise not in the best interest of the City of Charleston. Any such rejection shall be delivered in writing to the Opioid Community Council and the Community Council will be permitted to reallocate the funding recommendation. If the reason for the rejection can be cured by the applicant, the Community Council may reallocate the funding to the same applicant.

The Opioid Community Council shall comply with the open requirements for governing bodies under the West Virginia Governmental Meetings Act, and will post in a timely manner minutes, recommendations, and any additional communication with the City clerk office. Meetings will be open to the public.

The Opioid Community Council will consist of five (5) to nine (9) members, appointed by the Mayor of Charleston within 60 days of the adoption of this MOU. The Opioid Community Council appointments will be confirmed by Charleston City Council. The Opioid Community Council will include at least one professional with experience in: (a) Prevention; (b) Treatment; and (c) Recovery. The Opioid Community Council shall include at least one person in long-term recovery from an opioid use disorder. Initial members will be appointed for either one-year or two-year terms and all future

appointments will be for two-year terms in order to ensure the term expirations of the Opioid Community Council members are staggered. In the event of a vacancy on the Opioid Community Council, the Mayor shall appoint a replacement.

The Opioid Community Council shall appoint a Chairperson from among its members.

The Duties of the Opioid Community Council include:

- Hosting at least one public forum every year to gather community feedback.
- Developing a funding application process to be reviewed annually.
- Develop the grading rubric for applications to be reviewed annually.
- Evaluating funding applications based on a framework prioritizing prevention, treatment and recovery.
- Developing and utilizing a grading rubric to score applications. The rubric will be made available as part of the application.
- Submitting an annual report, with assistance from the United Way, on the distribution and use of the funds to the Mayor of Charleston and the Charleston City Council.

6. Ethics and Conflict of Interest

Opioid Community Council members shall be required to disclose any potential conflict of interest with respect to any grant application in writing to the United Way, the Mayor, and the Opioid Community Council, prior to assessment and scoring of said grant application. Members must recuse themselves from all votes or discussions in which any conflict exists. Furthermore, Opioid Community Council members are prohibited from applying for or receiving grant funds.

7. Term and Termination; Excess Funds

This MOU shall be in effect from the date of execution through June 30, 2029, unless amended or terminated earlier by mutual written agreement. Either party may terminate this agreement upon 60 days' written notice to the other party, provided that such termination shall not affect the disbursement of funds previously obligated or committed. If the MOU is terminated for any reason, including at its expiration on June 30, 2029, and there are funds remaining with the United Way, then those funds shall be returned to the City of Charleston and placed back into Fund 2027 for further uses consistent with Exhibit A.

8. Audit

The United Way shall maintain all records related to the receipt and distribution of funds pursuant to this MOU, including all grant applications, grant recommendations, grant awards, and all related documents regarding the work of the Opioid Community Council.

The City shall have the right to inspect and audit the records as needed to ensure compliance with the West Virginia First Memorandum of Understanding at any time, upon request.

9. Entire Agreement and Amendments

This MOU, including Exhibit A, constitutes the entire agreement between City and United Way and supersedes all prior or contemporaneous communications, whether electronic, oral or written between City and the United Way regarding this topic. This MOU may not be modified by the parties except in writing executed by the Parties and, in order for any modification to be enforced against City, shall reference the Section of this MOU to be modified and specifically identify the term, condition, or obligation to be modified.

10. Forum, Choice of Law, Jurisdiction

This MOU shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by and construed in accordance with the laws of the State of West Virginia without regard to any conflicts of laws provisions. The parties agree that any and all claims asserted by or against City arising under this Agreement, or related thereto, shall be exclusively heard and determined either in the United States District Court for the Southern District of West Virginia or in the Circuit Court of Kanawha County, West Virginia.

11. Section headings.

The section headings and subheadings contained in this MOU are included for convenience only and shall not limit or otherwise affect the terms of this MOU.

12. Severability

If any provision of this MOU is held invalid, the remainder of the MOU shall not be affected thereby and all other parts of this MOU shall nevertheless be in full force or effect.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above and agree that they shall be bound by its terms.

City of Charleston, West Virginia

United Way of Central West Virginia

By: _____

By:

Name:

Name:

Title:

Title:

Date:

Date:

