



**COLORADO GENERAL ABATEMENT FUND COUNCIL ORGANIZATIONAL  
POLICIES AND PROCEDURES, ADOPTED ON MAY 13TH, 2022  
(COLLECTIVELY, THE “POLICIES”)**

Set forth below are the Policies delineating the governance structure and operational parameters of the Council (as hereinafter defined). All capitalized terms set forth herein shall have the meanings set forth in the MOU (as hereinafter defined; all applicable MOU defined, initial capitalized terms, are contained in Definitions Article VI), except as otherwise set forth herein below. The purposes of these Policies is to incorporate the terms and conditions applicable to the Council as set forth in, and consistent with, the provisions contained in the MOU, and, to the extent not explicitly addressed in the MOU, to reasonably amplify the terms thereof in order to operationalize the intent of the provisions set forth in the MOU.

**ARTICLE I**

**Formation**

The Colorado General Abatement Fund Council (the “Council”) is hereby formed as of March 31, 2022 pursuant to the Colorado Opioids Settlement Memorandum of Understanding dated August 26, 2021 (the “MOU”) as entered by the Denver District Court on March 31, 2022, Final Consent Judgment and Dismissal with Prejudice, *State of Colorado ex rel. Philip J. Weiser, Attorney General v. McKesson Corporation*, et al., Case No. 2022CV30867. The Council shall be a self-governing deliberative body for purposes of effectuating the terms and conditions of the MOU, but shall not be a separate legal entity. All authority, rights, powers and duties of the Council, including all limitations attendant thereto, as more fully set forth in the MOU shall be possessed by, vested in and exercised exclusively by the thirteen (13) members of the Council (individually, a “Member”, and collectively, the “Members”). Any action taken by the Council shall be taken in the manner provided in Article II hereof.

**ARTICLE II**

**Purposes, Duties and Composition**

Section 1. Authority

- a. **General.** The Council is created to ensure that the distribution of Opioid Settlement Funds complies with the terms of the MOU and of any Settlement and to provide oversight and an accounting of all Opioid Settlement Funds in accordance with the terms of the MOU. More specifically, the Council is responsible for oversight of Opioid Settlement Funds from the Regional Share, and for developing processes and procedures for the distribution and oversight of Opioid Settlement Funds from the Statewide Infrastructure Share, all in accordance with the terms of the MOU.
- b. **Limitations.** The Council may delegate any of its powers to any committee or task force of the Council appointed pursuant to these Policies, or to any Officer

(defined in Article III below) or agent of the Council, including seeking assistance from the State in furtherance of its accounting responsibility, except those powers which it is prohibited from delegating by law, by the MOU, or by these Policies, the latter as may be amended from time to time. The Council shall not have rulemaking authority, nor may its authority extend beyond the terms of the MOU or any Settlement entered into by any court of competent jurisdiction, including any bankruptcy court.

- c. **Transparency:** The Council shall operate with all reasonable transparency and operate in a manner consistent with all Colorado laws relating to open records and meetings regardless of whether the Council is otherwise obligated to comply with them.
- (i) The Council shall develop a centralized public dashboard or other repository for the publication of expenditure data from any Party or Regional Council that receives Opioid Settlement Funds.
  - (ii) The Council may also require outcome related data from any Party or Regional Council that receives Opioid Settlement Funds in and may publish such outcome related data in the centralized public dashboard or other repository described above. In determining which outcome related data may be required, the Council shall work with all Parties and Regional Councils to identify appropriate data sets and develop reasonable procedures for collecting such data sets so that the administrative burden does not outweigh the benefit of producing such outcome related data.
  - (iii) For purposes of funding the centralized public dashboard or other repository described above, the Council shall make good faith efforts to seek funding from outside sources first, otherwise the State shall provide such funding.
- d. **Collaboration:** The Council shall facilitate collaboration among the State, Participating Local Governments, Regional Councils, and other stakeholders for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado

## Section 2. Council Membership

The Council shall consist of the following thirteen (13) members, who shall serve in their official capacity only:

- a. **State Members:** Seven (7) Members shall be appointed by the State, as authorized volunteers of the State, as follows:
  - (iv) The Attorney General or their designee serves as the Chair. The Chair is a non-voting Member, except in the event of a tie;

- (v) Two (2) Members who are licensed professionals with significant experience in substance use disorders;
  - (vi) Three (3) Members who are professionals with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or government administration related to substance use disorders; and
  - (vii) One (1) Member or family Member affected directly by the opioid crisis.
- b. **Local Government Members:** Six (6) Members shall be appointed by the Participating Local Governments. Local Government Members shall be a County Commissioner, Mayor, City or Town Council Member, or a professional with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or governmental administration related to substance use disorders. A Participating Local Government may determine which Local Government Members are eligible (or ineligible) to serve on the Council. County Commissioners, City or Town Council Members, and/or Mayors from the Regions identified in **Exhibit C of the MOU** shall collaborate to appoint Local Government Members as follows:
- (i) Two (2) Members from Regions 1, 5, 13, 14, 15, 17, 18;
  - (ii) Two (2) Members from Regions 2, 6, 7, 8, 9, 10, 11, 12, 16; and
  - (iii) Two (2) Members from Regions 3, 4, 19.
- c. **Terms. All Members appointed as of the date these Policies are adopted shall serve an initial one-year term.** Thereafter, Members may serve no more than two (2) consecutive two-year terms, for a total of four (4) consecutive years; provided, however, that beginning in the second year only, two (2) State Members and two (2) Local Government Members shall be appointed for a three-year term and may serve one consecutive two-year term thereafter. The Chair shall have no term but may be replaced at the State's discretion.

### Section 3. Vacancies

Any vacancy existing in the office of a Member may be filled in the manner, and by the respective appointing body/bodies, as set forth in Article II, Section 2, respectively, above, within sixty (60) days after the vacancy arises. If a Local Government Member vacancy exists for more than sixty (60) days, the State shall appoint a replacement Local Government Member to serve until the vacancy is filled in accordance with Article II, Section 2(b). A replacement Member so selected shall serve for the remainder of the unexpired term of their predecessor, subject to all other provisions of these Policies.

#### Section 4. Resignation

Any Member may resign by delivering the Member's written resignation to the Chair. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

#### Section 5. Removal

Any Member may be removed from the Council at any time if they are determined ineligible by the body/bodies which made such Member's appointment. In addition, any Member may be removed, regardless of the body/bodies which appointed him or her, by a vote of not less than nine (9) of the Members, at a meeting called, at least in part, for that purpose, provided that such Member may be removed only after reasonable notice and opportunity to be heard before the Council.

#### Section 6. Regular Meetings

Regular meetings of the Council may be held at such times and places as shall from time to time be fixed by the Chair, provided that the Council shall meet at least two (2) times annually, and further provided that notice of any such regular meeting shall be given in the manner provided in this Article Second, Section 8.

#### Section 7. Special Meetings

Special meetings of the Board may be called by the Chair, and shall be held at the time and place designated in the notice thereof.

#### Section 8. Notices

Notice of a meeting of the Board shall be given by the Chair to each Member by mail or electronic mail at each Member's respective address or electronic mail address as registered on the books of the Council. Any Member may waive any notice required by law, or these Policies, as amended from time to time, if a written waiver of notice, executed by such Member before or after the meeting, is filed with the records of the meeting. Any Member who attends a meeting without protesting prior thereto or at its commencement, a lack of notice, waives objection to lack of notice or defective notice of the meeting. A notice of a regular meeting of the Council need not specify the purpose of a meeting, A notice of a special meeting must specify the purpose(s) of such meeting. A waiver of notice of a Council meeting need not specify the purposes of the meeting.

## Section 9. Quorum

At any meeting of the Council, a majority of the number of Members then in office shall constitute a quorum for the transaction of business; provided that, whether or not a quorum is present, any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, and the meeting may be held as adjourned without further notice, notwithstanding any provision of this Article to the contrary. No Member, other than the Chair, may give a proxy to any person to attend or vote in his or her stead.

## Section 10. Action at Meeting

At any meeting of the Council, the action of the Council on any matter brought before the meeting shall be decided by the vote of the majority of the Members then in office, unless a larger number or percentage is required by the Policies, as may be amended from time to time. The Chair may only vote in the event of a tie. The Chair, or his proxy, shall be the presiding Officer at all meetings of the Council.

## Section 11. Special Action

Any action by the Council may be taken without a meeting if an express written consent thereto is signed, including electronic mail, by at least seven (7) Members of the entire Council then in office, and filed with the records of the Council meetings. Such consent shall be treated as a vote of the Council for all purposes. All such consent(s) requests and determinations shall be noted in the minutes of the next regular meeting of the Council.

## Section 12. Committees

At the sole discretion of the Chair, there shall be established one or more standing committees of the Council. The Chair of the committee and the members of each standing committee shall be appointed by the Chair, and their terms as Chair and members of the committee shall be determined by the Chair. Each standing committee shall convene at least (semi-annually) and shall periodically report to the Council the substance of its deliberations, actions and activities. The Chair may delegate thereto some or all of the Council powers, except those which by law, or these Policies, as amended from time to time, are prohibited from delegating. A committee may make rules for the conduct of its business, but unless otherwise provided in such rules, its business shall be conducted as nearly in the same manner as is provided by these Policies for Council meetings. Any and all committee members may participate in a meeting of the committee by means of a conference telephone, videoconference, or by any other means by which all persons participating in the meeting are able to communicate with one another, and such participation shall constitute presence in person at such meeting.

## Section 13. Task Forces/Working Groups

The Chair may, from time to time, create and populate task forces or other ad-hoc working groups, whose purposes, subject matter, scope, and time-limited durations shall be determined by the Chair. Task Force or working groups members may include individuals who

are not Members. A Task Force or working group may make rules for the conduct of its business but unless otherwise provided in such rules, its business shall be conducted as nearly in the same manner as is provided by these Policies for Council meetings.

#### Section 14. Compensation

Members shall not receive any salary or regularly established expense payments for serving in the capacity of a Member.

#### Section 15. Virtual Meetings

Members are expected to attend all Council meetings. Any Council, committee or task force meetings held virtually shall be by means of a conference telephone call, videoconference, or by any similar communication equipment enabling all persons participating in the meeting to hear one another at the same time and enabling each participant to participate in all matters before the Council, committee, or task force, including, without limitation, the ability to propose, object to, and vote upon a specific action to be taken by the Council, committee, or task force.

### **ARTICLE III**

#### **The Chair**

There shall be one officer of the Council, and that person shall be the Chair. The Chair shall preside at all meetings of the Council and shall coordinate the work of all committees and task forces. The Chair shall perform such other duties, and carry out such responsibilities, as may be prescribed by these Policies. The Chair's proxy (who need not be a member of the Council), shall have such powers and perform such duties as the Chair shall delegate from time to time.

### **ARTICLE IV**

#### **Amendments**

These Policies may at any time be amended by vote of not fewer than nine (9) Members of the Council, provided that notice of the substance of the proposed amendment is stated in the notice of the meeting at which such proposed amendment shall be considered.

### **ARTICLE V**

#### **Indemnification of Council Members**

Each Member acknowledges that they have been appointed to this Council by the State or Participating Local Governments in accordance with the MOU. Each Member acknowledges applicable Colorado State laws govern liability while they are participating as a member of the Council. The State, Participating Local Governments, and Members do not waive or limit the benefits or protections afforded by the Colorado Governmental Immunity Act C.R.S. 24-10-101

*et seq* and Article XI of the Colorado Constitution. The Council, pursuant to Article I, is not a separate legal entity and cannot/shall not be liable for the actions of the Members of the Council. Liability for any conduct by Members related to their work for this Council shall be the sole responsibility of the respective Member and/or, if appointed by a Participating Local Government, the Participating Local Government(s) that appointed that Member, or if appointed by the State, the State.

## **ARTICLE VI**

### **Selected Definitions Contained In Mou And Used In These Policies**

1. “Local Government(s)” shall mean all counties in the State of Colorado and the municipalities, towns, and county and city municipal corporations that are listed in Exhibit B to the MOU.
2. “Opioid Settlement Funds” shall mean damage awards obtained through a Settlement.
3. “Participating Local Government(s)” shall mean all Local Governments that sign this MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s). For the avoidance of doubt, a Local Government must sign this MOU to become a “Participating Local Government.” Local Governments may designate the appropriate individual from their entity to sign the MOU.
4. “Party” or “Parties” shall mean the State and/or Participating Local Government(s).
5. “Regional Council” shall have the meaning described in Section (F)(5) of the MOU.
6. “Settlement” shall mean the negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, “Settlement” shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant.
7. “The State” shall mean the State of Colorado acting through its Attorney General.

These Bylaws were adopted by the Council on the 13<sup>th</sup> day of May, 2022.

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Chair