

Gaston County

Board of Commissioners

Chairman Tom Keigher Vice-Chairman Allen Fraley Chad Brown Bob Hovis Kim Johnson Tracy L. Philbeck Ronnie Worley COURTHOUSE 325 Dr. Martin Luther King Jr. Way Gastonia, NC

Tuesday, June 8, 2021

Meeting Agenda

Special Meeting To Immediately Follow the Work Session

CALL TO ORDER INVOCATION PLEDGE OF ALLEGIANCE

FY 2022 GASTON COUNTY BUDGET

I. PUBLIC HEARING - FY2021-2022 GASTON COUNTY PROPOSED BUDGET

- A. Accept Citizen Comment
- B. Accept Motion to Close Public Hearing

II. ADOPTION OF THE FY2021-2022 GASTON COUNTY BUDGET

Α.	Commissioner Keigher - To Adopt the FY2021-2022 Gaston County Budget Ordinance	3-8
в.	Commissioner Brown - Approve Order to Levy and Collect Ad Valorem Tax for Gaston County Fire Service Districts	9-10
C.	Commissioner Brown - Approve Order to Levy and Collect Ad Valorem Tax for Long Shoals Fire Protection District	11-12
D.	Commissioner Brown - Approve Order to Levy and Collect Ad Valorem Tax for South Gastonia Fire Protection District	13-14

OTHER BUSINESS

I. PUBLIC HEARING

Α.	Commissioners Keigher & Philbeck - County Attorney - To Establish the Gaston	
	County Economic Development Aircraft Financial Incentive Program	15-26
	1. Receive Comment	
	2. Close Public Hearing	
	3. Accept Motion to Approve Resolution	

II.	Board of Commissioners - County Attorney - To Approve the Memorandum of Agreement (MOA) Between the State of North Carolina and Local Governments	
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IV. ADJOURNMENT



Budget and Management Services

Board Action

File #: 21-211

Commissioner Keigher - To Adopt the FY2021-2022 Gaston County Budget Ordinance

STAFF CONTACT

Janet Schafer - Budget & Management Services - 704-866-3029

ATTACHMENTS

FY22 Budget Ordinance

BUDGET ORDINANCE FISCAL YEAR 2021-2022 GASTON COUNTY, NORTH CAROLINA

BE IT ORDAINED by the Board of Commissioners of Gaston County, North Carolina:

SECTION I. BUDGET ADOPTION 2021-2022. There is hereby adopted a budget for the County of Gaston for the fiscal year beginning July 1, 2021 and ending June 30, 2022, a summary of which (by fund and function) is included as Exhibits I and II herein on page 5. The budget is hereby adopted by fund on a functional basis, except as provided for in Section VII. The County Manager is directed to finalize the line-item detailed budget, at which time that document shall be incorporated herein as if fully set out verbatim and referred to hereinafter as the "2021-2022 Gaston County Budget."

SECTION II. TAX RATE LEVY 2021-2022. There is hereby levied for fiscal year 2021-2022 a tax rate of 83.00 cents per \$100.00 of assessed valuation.

SECTION III. PERIODIC FINANCIAL REPORTS. A report comparing budgeted and actual revenues and expenses by object account shall be presented in ten copies, when requested, to the County Finance Officer for each agency or department funded by the County where accounting is not done by the County. The report shall be monthly, unless special circumstances exist in which case the report may be quarterly.

The County Manager shall be notified of any changes in the budget presented to the Board of Commissioners within thirty days of the change by any agency having statutory authority to change its line items. Approved payments may be delayed pending receipt of timely financial information.

SECTION IV. SALARIES. The FY 2021-2022 Gaston County Budget fully funds longevity. There are funds allocated for a three percent (3%) market/merit adjustment implemented at mid-year for the equivalent of one and a half percent (1.5%) budget impact.

SECTION V. BUDGET OFFICER AND FINANCE OFFICER. In accordance with the Local Government Budget and Fiscal Control Act, the County Manager has prepared a budget which contains a General Fund, a Health Fund, a Public Assistance Fund, a Building Services Fund, a Tourism Fund, a Property Revaluation Fund (funded by transferring current year property tax revenues from the General Fund), an Emergency Telephone System Fund, a Courthouse Parking Fund, a Fire District Fund, a Community Investment Fund (CIF), a Solid Waste Enterprise Fund, and a Self-Insurance Fund. Further, the County Manager is designated as the Budget Officer of the County and the Finance Director is designated as Finance Officer.

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As provided by G. S. 159-25 (b), the Board is authorized to require two signatures on each check or draft that is made on County funds. The signature of the County Manager and the Finance Officer shall be the authorized signatures of the County. The Assistant County Manager shall have signatory authority in the absence of the County Manager and the Finance Officer shall designate signatory authority to a responsible individual on his staff in his absence.

SECTION VI. BUDGET POLICY. It will be the policy of this Board that it will not absorb any reduction in State and Federal Funds. Reducing personnel or program expenditures to stay within the County appropriations is hereby authorized on the basis outlined in the following paragraphs of this section.

This policy is extended to any agency or department that is funded by the County and receives State or Federal money and shall remain in effect until otherwise changed or amended by the Board of Commissioners. The County Manager is hereby directed to indicate this policy to each agency, which may be affected.

If programs which include State, Federal, and/or any other outside revenues, as well as local funding, are subsequently reduced or cut by the outside funding organization, that portion funded by County revenues will be reduced to maintain its original ratio of local expenditures to State, Federal, or other expenditures. For example, of a \$100,000 grant, local funding is \$50,000 and Federal/State funding is \$50,000. Should the State/Federal grant be reduced by \$25,000, then local funds will be reduced by \$25,000, unless other outside revenues are secured to fully offset the grant reduction. Under no circumstances shall reductions in grants be paid by County dollars, regardless of the source of the funding.

Those recipients of County funds which have a balance at the end of the fiscal year must return those funds to Gaston County, except as otherwise approved by the Board of Commissioners.

SECTION VII. TRANSFERS OF FUNDS BETWEEN OBJECT ACCOUNTS.

Line item changes are authorized only with the approval of the Board of Commissioners as required by law, except as provided below. The Budget Officer is authorized to transfer monies from one line item appropriation to another within the same fund and department in accordance with provisions of G.S. 159-15 (except for the Public Assistance Fund, Health Fund, and Solid Waste Fund which will each be considered one department). In compliance with Resolution 2003-321, upon making such transfers, the Manager shall accumulate them to be forwarded to the Clerk to the Board on or before the agenda deadline for the next regular scheduled Board of Commissioners meeting so that said transfers may be placed in the agenda and recorded in the minutes of said meeting. Budget Change Requests included in the agenda are for information purposes and will not be discussed by the Board at the meeting unless a Budget Change Request pertains to a resolution that is on the Board's agenda for that meeting. Nothing in this resolution in any way affects the County Manager's authority to make budget transfers by the amount provided in the Budget Ordinance.

The Budget Officer is authorized to make transfers between departments for certain nondiscretionary accounts for which budget requests are calculated centrally rather than by the department director – specifically, gasoline/diesel fuel; rent equipment; rent of data processing equipment; repairs and maintenance; Buildings; repairs and maintenance; Equipment; vehicle maintenance; telephone and mobile telephone; communications equipment maintenance; heat, lights, and water; janitorial and lawn maintenance services; software rental and licensing fees; lease-purchased vehicles and equipment; motor vehicles; and the central purchases and usage accounts for vehicle parts, tires, gasoline and diesel fuel, central supplies, and postage; and salaries and benefits. The Budget Officer shall also have the authorization to make transfers between accounts for funds appropriated in the Self Insurance Fund. The Budget Officer is authorized to make transfers between capital projects within existing funds.

Movement of funds between expenditure categories (Personnel, Operating, Capital and Debt Service) may be requested by Departments, but require approval of the Budget Officer or their designee. No lapsed salary can be used to fund other operational expenditures without the Budget Officer or their designee approval. Movement of funds to purchase unbudgeted capital items requires approval of the Budget Officer or their designee.

SECTION VIII. OBLIGATIONS FROM THE PRIOR YEAR. As provided by G.S. 159-13 (b), any funds of a capital or operating nature for which bids have been received or contracts executed in previous fiscal years are hereby re-appropriated. All unpaid encumbrances, ongoing projects that are assigned a project number, capital improvement projects, and any other items which have been approved by the Board of Commissioners, such as grants, are hereby re-appropriated and are to be added to this approved budget.

SECTION IX. SCHOOL BUDGET. Current Expense - The Gaston County Board of Commissioners approves an operating allocation of \$51,501,704 for the Gaston County Board of Education. In addition, the Board approves \$1,972,049 for School Resource Officers assigned to schools, as well as \$65,000 for the Commissioners' School of Excellence.

Capital/Debt Service Funds - The Gaston County Board of Commissioners appropriates \$24,392,102 for the school system's FY 2021-2022 capital and debt service needs, to be allocated as follows: \$1,227,000 for capital needs, \$22,862,102 for debt service, and \$150,000 for professional services related to debt issuances.

In addition, the Gaston County Schools are hereby directed to present monthly financial reports to the Board, as outlined in Section III above. Failure to do so could result in funds being withheld until the requested information is provided.

SECTION X. GASTON COLLEGE BUDGET. In accordance with North Carolina General Statute 115D, Gaston County shall provide, based upon the appropriations herein, funds to Gaston College as needed to meet Current Fund and Capital Fund expenditures. The FY 2021-2022 appropriation for Gaston College totals \$7,979,419 to be allocated as follows: \$5,618,062 for current operating expenses; \$697,219 for capital expenses; and \$1,664,138 for debt service expenditures.

Reserves for future capital projects shall remain with Gaston County to the credit of Gaston College until requested for payment of duly appropriated obligations. Payment of all capital expenditures shall be made upon presentation of the appropriate invoices to Gaston County.

In addition, Gaston College is hereby directed to present monthly financial reports to the Board, as outlined in Section III above. Failure to do so could result in funds being withheld until the requested information is provided.

SECTION XI. APPROVAL OF DEPARTMENTAL BUDGETS. The Board of County Commissioners does hereby approve the amended budget of each department by the County Manager or as amended by this Board on page 5 herein and as more fully detailed in the document to be finalized per Section I above.

SECTION XII. COMMUNITY INVESTMENT FUND. The Board of County Commissioners does hereby approve the Community Investment Fund as budgeted by the County Manager or as amended by this Board on page 5. Accordingly, the Finance Director is authorized to make the proper entries to the County's accounting records as of June 30, 2021 to cause the net balance of the appropriate projects to revert to the Capital Improvement Fund's fund balance.

SECTION XIII. FIRE DISTRICTS. The Board of Commissioners, by separate resolutions, adopted tax rates for fire districts in the County. The amount to be distributed to each fire district in a given fiscal year is limited to the tax levy based on the approved tax rate. Monthly distributions to the fire districts will be 10.00% of the approved budget beginning in July and continuing through March. Following the June monthly closing, the amount distributed to the fire districts will be reviewed and reconciled to the amount collected. In July, the fire districts will be distributed the amount collected up to the total approved budget.

For all fire districts, any tax receipts collected in excess of the budgeted tax levy shall be retained by the County in an account earmarked for each fire district. Once the fiscal year closeout for the preceding fiscal year has been completed, these funds will be distributed to each fire district as an additional appropriation in the first quarter of any given fiscal year upon Board approval.

SECTION XIV. DESIGNATION OF INSURANCE RESERVES AND AUTHORIZATION FOR EXPENDITURES. The Board of Commissioners approves the designation of unspent funds, from "Insurance" line items (510103) and account 010-01-4199-0000-530025 "Insurance Deductible" into fund balance titled "Designated for Insurance Reserves".

Adopted this 8th day of June 2021, to become effective on July 1, 2021.

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Exhibit I

GASTON COUNTY, NORTH CAROLINA BUDGET ORDINANCE FUNDING SOURCES FOR THE FISCAL YEAR ENDING JUNE 30, 2022

FUNDING SOURCE	99	GENERAL FUND	HEALTH FUND	PUBLIC ASSISTANCE FUND	BUILDING SERVICES FUND	COMMUNITY INVESTMENT FUND	COUNTY DEBT FUND	SCHOOL DEBT FUND	CAPITAL IMPROVEMENTS FUND	TOURISM FUND	EMERGENCY TELEPHONE FUND	COURTHOUSE PARKING FUND	FIRE DISTRICT FUND	PROPERTY REVALUATION FUND	SCHOOL FINES & FORFEITURES FUND	ES DEEDS OF ES TRUST FUND		SOLID WASTE II FUND	SELF INSURANCE FUND	TOTAL
AD VALOREM TAXES	\$ 16	169,704,588 \$		-	' s	' S	۔ د	۰ دە	s s		۰ ۶	' S	\$ 6,760,581	۔ د	s	s	s .	s .	- s	176,465,169
SALES TAX	s	31,286,207 \$			' s	\$ 19,160,620	, \$	•	ۍ ۲		' s	s	, \$	' s	, \$	s	s '	s	\$ '	50,446,827
OTHER TAXES	s	2,432,700 \$		'	' s	' s	' s	•	s	760,000	' s	' s	' s	' s	s	\$	s '	300,000 \$	\$ '	3,492,700
FEES, LICENSES, & PERMITS	s	17,666,080 \$	5,302,900 \$	\$ 132,200	\$ 2,726,022	' \$	' s	•	s . s		\$ 579,741	\$ 83,926	' \$	' s	\$ 554,500	s	196,953 \$ 8	8,558,578 \$	°,	35,800,900
SALES, SERVICES, & FEES	s	3,663 \$		' \$	' s	' s	' s	' s	s		' s	' s	' s	' s	s	s	s I	2,253,423 \$		2,257,086
STATE, FEDERAL, & GRANT REVENUE	s	3,595,738 \$	3,132,346 \$	\$ 25,424,423	' \$	\$ 2,050,000	' s	•	s - s	'	' \$	' s	' \$	' s	s	\$	s '	15,000 \$	°,	34,217,507
INVESTMENT INTEREST	s	350,000 \$		'	' s	\$ 650,000	' s	•	י י י		' S	s	' s	' s	s	\$	s '	s	\$ '	1,000,000
MISCELLANEOUS REVENUE	s	977,170 \$	427,000 \$	\$ 1,000	' \$	' \$	' \$	' s	\$ 1 \$	'	' \$	' \$	' \$	' \$	\$	s	\$ '	\$	\$ '	1,405,170
HEALTH INSURANCE REVENUE	s	° .		' \$	' s	' s	' s	' s	s - s		' s	' s	' s	' s	s	s	s '	s	23,173,110 \$	23,173,110
TRANSFERS IN FROM OTHER FUNDS	s	3,000,000 \$	8,987,895 \$	\$ 19,004,386	۔ \$	\$ 14,603,990	\$ 7,964,918	\$ 23,012,102	\$ 12,275,760 \$		\$	' s	' \$	\$ 250,000		\$	s '	s	°,	89,099,051
FUND BALANCE APPROPRIATION	s	° .	- \$ 2,404,045 \$	\$ 842,200 \$		- \$ 6,788,170 \$	' s	' s	s .	53,009 \$	\$ 74,004	' s	' s	' s	s	s	s	993,068 \$	3,000,000 \$	14,154,496
	\$ 22	229,016,146 \$	20,254,186 \$	20,254,186 \$ 45,404,209 \$	\$ 2,726,022 \$	\$ 43,252,780	43,252,780 \$ 7,964,918 \$		23,012,102 \$ 12,275,760 \$	\$ 813,009 \$	\$ 653,745	s 83.926	\$ 6,760,581 \$	\$ 250,000 \$		554,500 \$ 196,	196.953 \$ 12	12,120,069 \$	26.173.110 \$ 431.512.016	431,512,016

\$ 431,512,016 RECONCILIATION OF GROSS TO NET BUDGET: GROSS BUDGET \$ 431

\$ (89,099,051)	\$ 342,412,965
LESS INTERFUND TRANSFERS	NET BUDGET

Exhibit II

GASTON COUNTY, NORTH CAROLINA BUDGET ORDINANCE APPROPRIATIONS FOR THE FISCAL YEAR ENDING JUNE 30, 2022

FUNCTION	GENERAL FUND	HEALTH FUND		PUBLIC BI ASSISTANCE BI FUND SERV	BUILDING C	COMMUNITY INVESTMENT FUND	County debt Fund	SCHOOL DEBT FUND		-			COURTHOUSE F PARKING FUND	FIRE DISTRICT FUND	FRUPERIT REVALUATION FUND	PROPERTY SCHOOL FINES REVALUATION & FORFEITURES FUND FUND	DEEDS OF TRUST FUND	SOLID WASTE FUND	SELF INSURANCE FUND	TOTAL
GENERAL GOVERNMENT	\$ 41,344,293	13 \$	s -	s	· *		- \$	۔ د	\$ 6,7£	6,764,386 \$			\$ 83,926 \$,	\$ 250,000	' s	\$ 196,953	s	\$ 23,173,110	\$ 71,812,668
PUBLIC SAFETY	\$ 71,282,490	\$ 0,	s	\$ '	2,726,022 \$	1	'	' \$	s S	337,155 \$	s	653,745 \$	s .	6,760,581	' s	' s	' s	' \$	' \$	\$ 81,759,993
EDUCATION	\$ 59,156,815	5 \$	\$.	\$ '	\$ '		' s	\$ 6,378,000	s.	924,219 \$	s	-	· ·	•	' s	\$ 554,500	' s	' s	' \$	\$ 68,013,534
CULTURAL & RECREATIONAL	\$ 6,894,734	¥ \$	s	\$ '	\$ '	1	'	' \$	\$ 1,90	\$ 000'006	s		· ·	•	' s	' s	' s	' \$	' \$	\$ 8,794,734
HUMAN SERVICES	\$ 3,957,332 \$	32 \$ 20,254,186 \$	186 \$ 45,	45,277,348 \$	\$	1	' \$	' s	\$ 1,35	350,000 \$	s	-	· ·	•	' s	' s	' s	' s	' \$	\$ 70,838,866
ENVIRONMENTAL PROTECTION	\$ 94,120	0 \$	s	\$ '	\$ '	1	'	' \$	s	s	s		· ·	•	' s	' s	' s	' \$	' \$	\$ 94,120
ECONOMIC & PHYSICAL DEVELOPMENT	- \$ 3,440,091	11 S	\$	\$ '	\$	1	' \$	' s	s	s	813,009 \$	-	· ·	•	' s	' s	' s	' s	' \$	\$ 4,253,100
SOLID WASTE	' %	s	s	\$ '	\$ '	1	'	' s	s	s	s		· ·	•	' s	' s	' s	\$ 11,087,548	' \$	\$ 11,087,548
DEBT SERVICE	s	s	s '	126,861 \$	\$ '	1	\$ 7,964,918	\$ 16,634,102	s	s	s	-	· ·	•	' s	' s	' s	\$ 1,032,521	' \$	\$ 25,758,402
TRANSFERS OUT TO OTHER FUNDS	\$ 42,846,271	2 S	s '	\$ '	°,	43,252,780	-	' s	s	s '	s '		s -		' s	' s	' s	' s	\$ 3,000,000	\$ 89,099,051
	\$ 229.016.14	229.016.146 \$ 20.254.186 \$ 45.404.209 \$ 2.726.022 \$ 43.252.780 \$ 7.964.918	186 \$ 45. ⁴	404.209 S	2,726,022 \$	43,252,780	\$ 7,964,918	\$ 23,012,102 \$	· \$ 12.27	12.275.760 \$	813.009 \$	653.745 S	s 83.926 \$	6.760.581 \$	\$ 250,000 \$	\$ 554,500 \$	\$ 196.953 \$	S 12,120,069 S	\$ 26.173.110 \$	\$ 431,512,016

 \$ 431,512,016
 \$ (89,099,051)
 \$ 342,412,965 RECONCILIATION OF GROSS TO NET BUDGET: GROSS BUDGET \$ 431, LESS INTERFUND TRANSFERS \$ (89 NET BUDGET \$ 342, Ś



Emergency Management

Board Action

File #: 21-212

Commissioner Brown - Approve Order to Levy and Collect Ad Valorem Tax for Gaston County Fire Service Districts

STAFF CONTACT

Kevin Gordon - Emergency Management and Fire Services - 704-862-6240

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

In order for the Volunteer Fire Departments to collect property tax revenues the Board of Commissioners must set tax rates annually.

POLICY IMPACT

N/A

ATTACHMENTS

Resolution



RESOLUTION TITLE: ORDER TO LEVY AND COLLECT AD VALOREM TAX FOR GASTON COUNTY FIRE SERVICE DISTRICTS

- WHEREAS, the Gaston County Board of Commissioners created eighteen fire service districts pursuant to citizen requests, under Part I, Article 16 of Chapter 153A of the North Carolina General Statutes; and,
- WHEREAS, the Board of Commissioners is authorized by the same law to levy and collect a tax in said districts; and,
- WHEREAS, based on the total valuation per district and the total budget submitted by each volunteer fire department contracting to provide fire protection, districts should be levied at the rates listed below per \$100.00 valuation of taxable property.
- NOW, THEREFORE, BE IT RESOLVED by the Gaston County Board of Commissioners that the tax for each fire service district for FY 2021-2022 is levied at the following rate per \$100.00 of assessed and taxable property:

<u>Districts</u>	Levy	Tax Rate
Agriculture Center	\$703,010	12.0¢
Alexis	\$356,271	10.6¢
Chapel Grove	\$474,133	12.4¢
Chestnut Ridge	\$116,808	12.0¢
Community	\$527,535	12.1¢
Crouse	\$87,646	7.5¢
East Gaston	\$543,390	9.8¢
High Shoals	\$202,434	10.4¢
Hugh's Pond	\$113,206	10.5¢
Lowell	\$15,579	6.8¢
Lucia Riverbend	\$466,271	12.5¢
New Hope	\$540,202	9.7¢
Ranlo	\$334,318	9.1¢
South Point	\$376,971	5.0¢
Spencer Mountain Road	\$415,235	10.3¢
Tryonota	\$374,813	12.0¢
Union Road	\$448,175	7.6¢
Waco	\$32,150	9.5¢

BE IT FURTHER RESOLVED that funds distributed to each District shall not exceed the actual tax receipts collected during the fiscal year. Any tax receipts collected in excess of the budgeted tax levy shall be retained by the County in an account earmarked for each fire district. Once the fiscal year closeout for the preceding fiscal year has been completed, these funds will be distributed to each fire district as an additional appropriation in the first quarter of any given fiscal year upon Board approval.

DO NOT TYPE BELOW THIS LINE



Emergency Management

Board Action

File #: 21-213

Commissioner Brown - Approve Order to Levy and Collect Ad Valorem Tax for Long Shoals Fire Protection District

STAFF CONTACT

Kevin Gordon - Emergency Management and Fire Services - 704-862-6240

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

In order for the Volunteer Fire Departments to collect property tax revenues the Board of Commissioners must set tax rates annually.

POLICY IMPACT

N/A

ATTACHMENTS

Resolution



RESOLUTION TITLE: ORDER TO LEVY AND COLLECT AD VALOREM TAX FOR LONG SHOALS FIRE PROTECTION DISTRICT

- WHEREAS, a majority of the qualified voters in the Long Shoals Fire Protection district has voted in favor of levying and collecting a tax in said district; and,
- WHEREAS, the Gaston County Board of Commissioners is authorized and directed by North Carolina General Statute 69-25.4 to levy and collect a tax in said district; and,
- WHEREAS, the Board of Commissioners finds, based on the total valuation of taxable property in the Long Shoals Fire Protection District, an estimated collection rate, and the total budget submitted for the Long Shoals Fire Protection District, that the tax rate for the Long Shoals Protection District should be levied at \$0.104 (10.4¢) per \$100 valuation of the assessed and taxable property for an estimated levy of \$49,849.
- NOW, THEREFORE, BE IT RESOLVED by the Gaston County Board of Commissioners that the tax for the Long Shoals Fire Protection District for FY 2021-2022 is levied at the rate of \$0.104 per \$100.00 of assessed and taxable property.
- BE IT FURTHER RESOLVED that funds distributed to the District shall not exceed the actual tax receipts collected during the fiscal year. Any tax receipts collected in excess of the budgeted tax levy shall be retained by the County in an account earmarked for each fire district. Once the fiscal year closeout for the preceding fiscal year has been completed, these funds will be distributed to each fire district as an additional appropriation in the first quarter of any given fiscal year upon board approval.
- BE IT FURTHER RESOLVED that the Gaston County Tax Collector is directed to compute the district tax for each taxpayer, to state separately on the County tax receipts and district for the fiscal year, and to collect the District tax in the same manner that County taxes are collected.
- BE IT FURTHER RESOLVED by the Board of Commissioners that payment of taxes collected is hereby authorized to the District with said payment to be made from an account assigned to the District.

DO NOT TYPE BELOW THIS LINE



Emergency Management

Board Action

File #: 21-214

Commissioner Brown - Approve Order to Levy and Collect Ad Valorem Tax for South Gastonia Fire Protection District

STAFF CONTACT

Kevin Gordon - Emergency Management and Fire Services - 704-862-6240

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

In order for the Volunteer Fire Departments to collect property tax revenues the Board of Commissioners must set tax rates annually.

POLICY IMPACT

N/A

ATTACHMENTS

Resolution



RESOLUTION TITLE: ORDER TO LEVY AND COLLECT AD VALOREM TAX FOR SOUTH GASTONIA FIRE PROTECTION DISTRICT

- WHEREAS, a majority of the qualified voters in the South Gastonia Fire Protection District has voted in favor of levying and collecting a tax in said district; and,
- WHEREAS, the Gaston County Board of Commissioners is authorized and directed by North Carolina General Statute 69-25.4 to levy and collect a tax in said district; and,
- WHEREAS, the Board of Commissioners finds, based on the total valuation of taxable property in the South Gastonia Fire Protection District, an estimated collection rate, and the total budget submitted for the South Gastonia Fire Protection District, that the tax rate for the South Gastonia Fire Protection District should be levied at 0.124 (12.4ϕ) per 100 valuation of the assessed and taxable property for an estimated levy of \$582,585.
- NOW, THEREFORE, BE IT RESOLVED by the Gaston County Board of Commissioners that the tax for the South Gastonia Fire Protection District for FY 2021-2022 is levied at the rate of \$0.124 per \$100.00 of assessed and taxable property.
- BE IT FURTHER RESOLVED that funds distributed to the District shall not exceed the actual tax receipts collected during the fiscal year. Any tax receipts collected in excess of the budgeted tax levy shall be retained by the County in an account earmarked for each fire district. Once the fiscal year closeout for the preceding fiscal year has been completed, these funds will be distributed to each fire district as an additional appropriation in the first quarter of any given fiscal year upon board approval.
- BE IT FURTHER RESOLVED that the Gaston County Tax Collector is directed to compute the district tax for each taxpayer, to state separately on the County tax receipts and district for the fiscal year, and to collect the District tax in the same manner that County taxes are collected.
- BE IT FURTHER RESOLVED by the Board of Commissioners that payment of taxes collected is hereby authorized to the District with said payment to be made from an account assigned to the District.

DO NOT TYPE BELOW THIS LINE



County Attorney

Board Action

File #: 21-222

Commissioners Keigher & Philbeck - County Attorney - To Establish the Gaston County Economic Development Aircraft Financial Incentive Program

- 1. Receive Comment
- 2. Close Public Hearing
- 3. Accept Motion to Approve Resolution

STAFF CONTACT

Jonathan L. Sink - County Attorney

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The Gaston County Board of Commissioners supports the County's economic development, with an emphasis on tax base development, employer diversification, and job creation.

The Commission recognizes the need to provide programs and financial support to strengthen and diversify the County's economy, recognizing that broadening the tax base is key to the County's fiscal health.

The recruitment of aircraft and aviation investment within the County will attract new jobs and a tax base that might otherwise be lost to other counties.

The Commission desires to create an aircraft financial incentive program where a minimum capital investment is made in a new aircraft or aircraft hangar in the County.

The Gaston County Board of Commissioners shall establish the Gaston County Economic Development Aircraft Financial Incentive Program pursuant to North Carolina General Statutes § 158-7.1, which shall take effect June 8, 2021.

POLICY IMPACT

N/A

ATTACHMENTS

Resolution, NC The State of Aviation Brochure and City of Gastoina Letter



RESOLUTION TITLE: TO ESTABLISH THE GASTON COUNTY ECONOMIC DEVELOPMENT AIRCRAFT FINANCIAL INCENTIVE PROGRAM

- WHEREAS, the Gaston County Board of Commissioners supports the County's economic development, with an emphasis on tax base development, employer diversification, and job creation; and,
- WHEREAS, the Commission recognizes the need to provide programs and financial support to strengthen and diversify the County's economy, recognizing that broadening the tax base is key to the County's fiscal health; and,
- WHEREAS, it is important not only to attract new investment but also to support and encourage existing businesses to expand and reinvest in their Gaston County operations; and,
- WHEREAS, Gaston County recognizes that the recruitment of aircraft and aviation investment within the County will attract new jobs and a tax base that might otherwise be lost to other counties; and,
- WHEREAS, Gaston County desires to create an aircraft financial incentive program where a minimum capital investment is made in a new aircraft or aircraft hangar in the County; and,
- WHEREAS, the proposed Gaston County Economic Development Aircraft Financial Incentive Program provides a three-year incentive period for companies, individuals, or flight departments where the following criteria is met:
 - 1. A company, individual, or flight department must complete the Aircraft Financial Incentive Application. A letter of request, addressed to the County's Director of Economic Development, must accompany the application.
 - 2. An applicant must create a minimum capital investment in a new aircraft or aircraft hangar.
 - 3. The minimum capital investment threshold to qualify for consideration shall be no less than Ten Million Dollars (\$10,000,000). The investment must be put in place during the agreed upon period of time established with the Financial Incentive Agreement.
 - 4. An applicant must be the principal employer of persons associated with the considered capital investment.

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

TO ESTABLISH THE GASTON COUNTY ECONOMIC DEVELOPMENT AIRCRAFT FINANCIAL **INCENTIVE PROGRAM**

Page 2

5. The company, individual, or flight department must be the owner of record in the Gaston County Courthouse or demonstrate through contractual means that they are the payer of any and all fees, taxes, fuel, and utilities to Gaston County.

The financial incentive will be calculated as follows:

- 1. The Maximum Financial Incentive Amount is calculated by County staff prior to the Gaston County Board of Commissioners' approval and appropriation of grant monies.
- 2. The amount awarded is based on the taxable capital investment over the Financial Incentive Period. The amount awarded is the maximum amount of assistance that can be received by the applicant for that specific incentive.
- 3. The Incentive Period lasts three (3) years, beginning at the time the Request for Funds Form and confirmation of all gualifying criteria have been submitted and received.
- 4. The Maximum Financial Incentive Amount will be paid in stepped amounts over the Incentive Period.
- 5. The Financial Incentive Value shall equal 1.0% (0.01) of the Registered Value Incentive Payment given over a three-year period.
- 6. The Payment Schedule shall be as follows:

Year 1 = 45%Year 2 = 30% Year 3 = 25%

The following qualifications must be met in order to be awarded the Financial Incentive payment:

- 1. Only one (1) financial incentive will be awarded and funded per qualifying aircraft or aircraft hangar, including all associated hangars and land improvements, machinery and equipment purchased or relocated, and jobs created or relocated.
- 2. To receive any financial incentive monies, a recipient company must be in good standing with Gaston County in regards to all taxes, fees, utilities, ordinances, etc.
- 3. Financial Incentive payments will only be made when the minimum investment of new aircraft has been met and the recipient company has agreed to the assessed value of the qualifying aircraft, unless variances were agreed to by Gaston County.

NOW, THEREFORE, BE IT RESOLVED that the Gaston County Board of Commissioners creates the Gaston County Economic Development Aircraft Financial Incentive Program pursuant to North Carolina General Statutes § 158-7.1.

BE IT FURTHER RESOLVED that the Gaston County Economic Development Aircraft Financial Incentive Program shall apply effective June 8, 2021.



NORTH CAROLINA THE STATE OF AVIATION

WHAT AVIATION MEANS TO OUR ECONOMY

JANUARY 2021



Aerospace Manufacturing

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CONTENTS

"Our network of 72 publicly owned airports, and the aviation and aerospace assets that rely on them, move our economy forward by creating jobs, supporting business growth and connecting people and companies to markets around the globe."

Bobby Walston, Director N.C. Department of Transportation Division of Aviation

orth Carolina: ne State of Aviation orth Carolina's Airport System assenger Service	8 Aerospace Maintenance, Repair and Overhaul 9 Military Aviation 10 Unmanned Aircraft Systems
ir Cargo	Aviation Education
upport Industries	Economic Impacts of

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1 | North Carolina: The State of Aviation – January 2021

Cover Photo: Michael J. Smith Field (Photo by Cher Brown, Keva Creative)

NORTH CAROLINA: THE STATE OF AVIATION

2020 was one of the hardest years on record for airports and the wider aviation industry at large. Seemingly overnight, much of the industry was shut down as the Coronavirus pandemic struck our country and the world.

Impacts were swift and significant, but varied by sector. While commercial airline travel and related activities like concessions revenues declined, other sectors such as private air charters and air freight grew.

Carolina's public airports and the broad ecosystem they support. The data will provide a benchmark for tracking the recovery that's expected in 2021. In this biennial report, we analyze 2019 data. It reveals the significant economic impacts of North

supporting 373,000 jobs that generate \$15 billion in personal income and \$2.5 billion in state and contribute \$61 billion to the state's economy, North Carolina's public airports annually local tax revenues.

supporting business growth and connecting people and companies to markets around the globe. them, move our economy forward by creating jobs, Our network of 72 publicly owned airports, and the aviation and aerospace assets that rely on

airports keep North Carolina's economy moving, We invite you to learn about the many ways our and join us as we work to take aviation and aerospace innovation to new heights.



\$61

IMPACT

BILLION REVENUE \$2.5 IN TAX **\$**



AIRPORT SYSTEM

business and leisure travelers each year. They also move 1.1 million tons of high-value, time-sensitive support the transport of more than 70 million cargo such as medical supplies and advanced North Carolina's system of 72 public airports manufacturing components. Ninety-four percent of the state's population lives within a 30-minute drive of a public airport.

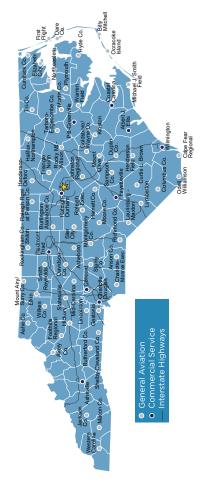
photography and pilot training. Ten additional airports classified as commercial service airports global markets, house and refuel private aircraft, Sixty-two airports classified as general aviation connect local businesses and communities to and provide aviation services such as aerial support military and agricultural aviation, also offer regularly scheduled air service.

All airports generate significant economic return for their communities and the state.

supports airport development and operations with of Aviation, with funding from the State of North Carolina and the Federal Aviation Administration, The N.C. Department of Transportation's Division grants, long-range planning, aviation business development, technical assistance and airport management training.

development that provides leading-edge aviation services for North Carolina, creating a strong The goal: drive innovation and sector aviation economy.

NORTH CAROLINA PUBLIC AIRPORTS



PASSENGER SERVICE

Flying out of the 10 commercial service airports in North Carolina, 14 commercial airlines connect North Carolina travelers to 187 destinations worldwide.

14 COMMERCIAL AIRLINES

14,700 JOBS

FAST FACTS

Commercial airlines own more than \$1.2 billion of property in North Carolina that generates substantial tax revenues for the state and local communities.

COMMERCIAL AIRLINES OPERATING AT N.C. AIRPORTS	PERATING AT	N.C. AIRPORTS
AIRPORT	ANNUAL PASSENGERS	DESTINATIONS
Albert J. Ellis (Jacksonville) (OAJ)	326,000	2
Asheville Regional (AVL)	1,617,000	21
Charlotte Douglas International (CLT)	50,200,000	178
Coastal Carolina Regional (New Bern) (EWN)	225,000	2
Concord Regional (JQF)	260,000	7
Fayetteville Regional (FAY)	434,000	2
Piedmont Triad International (Greensboro) (PTI)	2,156,000	14
Pitt-Greenville (PGV)	109,000	1
Raleigh-Durham International (RDU)	14,219,000	57
Wilmington International (ILM)	1,060,000	6
TOTAL	70,606,000	187*

CITIES AND MARKETS CONNECTED WORLDWIDE

187

GROWTH, 2015-19

12.7% AIRLINE JOB

* total of unique destinations



AIR CARGO +

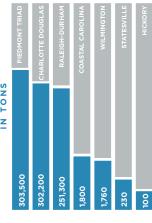
North Carolina airports provide freight air services in support of the state's aviation economy. Air freight helps meet the global demand for the rapid movement of goods such as overnight packages and time-sensitive medical items.

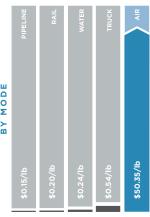
Airports connect their air freight systems to rail, port and truck freight systems, making them prime hubs for high-value goods traveling quickly and efficiently. North Carolina ranks 16th among states in total tons of air freight cargo moved each year–more than 1.1 million tons worth more than \$23 billion. North Carolina ranks eighth in the country for employment in air freight services.

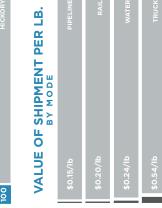
HIGHEST STATE FOR AIRLINE EMPLOYMENT

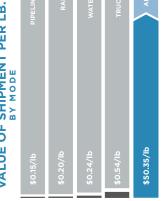
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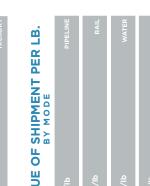
ANNUAL CARGO

















SUPPORT INDUSTRIES T

Airport-related businesses provide valuable support for airlines and airport customers, and boost the state's economy.

short-term leases and rentals of motor vehicles, which totaled more companies also serve many of the general aviation airports across the state. North Carolina benefits from an eight percent tax on services airports, many with locations at each airport. Rental car Thirteen rental car companies serve the state's 10 commercial than \$84 million in 2019.

Fuel suppliers also play a significant role in the aviation industry, with 527 million gallons of fuel sold in North Carolina in 2019.

property taxes equivalent to those paid by owners of 115 \$200,000 homes, without the same need for supporting government services. at the state's general aviation facilities. For example, the owner of a \$23 million plane based at Statesville Regional Airport pays local North Carolina gains significant returns from 3,300 aircraft based

FAST FACTS M

AIRPORT-BASED RENTAL **CAR COMPANIES**

BASED AIRCRAFT 3,300

\$11.6 MILLION

TAX REVENUES GENERATED BY BASED AIRCRAFT

527 MILLION GALLONS OF FUEL SOLD ANNUALLY



percent from 2015-2019 on the strength of companies like Boeing, Cessna, GE Aviation, Honda Aircraft, Lockheed Martin North Carolina's aerospace manufacturing sector grew by 13 and Spirit AeroSystems that call the state their home. The state's 200+ aerospace manufacturing companies employ 6,887 people. These companies focus primarily on:

- Aircraft, engines and engine parts;
- Search, detection and navigation instruments; and
- Manufacturing and supplying goods for the aviation industry, from tires and tray tables to carbon and graphite products.

renowned, workforce-focused community college system that Manufacturing thrives in North Carolina thanks to the nation's lowest corporate tax rate (among the states that assess corporate taxes). It also boasts a highly educated and skilled population, a significant military-to-workforce pipeline, and a combine to create an ideal environment for manufacturing to thrive.

of state roadways, the nation's second largest state-maintained roadway system. This connectivity enables North Carolina manufacturing companies to reach global and national markets. ports, an inland intermodal terminal and nearly 80,000 miles The state boasts 3,200 miles of active freight railroads, two



Honda Aircraft Company, Piedmont Triad International Airport



Mountain Air Cargo, N.C. Global TransPark/Kinston Regional Jetport

FASTEST-GROWING AEROSPACE MANUFACTURING SECTOR IN THE COUNTRY

2nd

 \supset

200+

%

COMPANIES

2.5% corporate tax rate

6,887 JOBS



AEROSPACE MAINTENANCE, **REPAIR AND OVERHAUL**

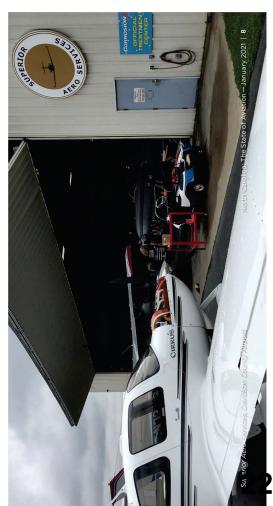
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More than 153 companies and 4,583 skilled workers support North Carolina's aerospace sector with critical maintenance, repair and overhaul (MRO) services. North Carolina ranks fifth in the nation in MRO employment, according to the Bureau of Labor Statistics.

Multiple MRO firms, including DRS Technologies and Vector CSP, operate near the Elizabeth City Coast Guard Air Station, supporting the needs of the U.S. Coast Guard's aircraft fleet.

Greensboro's HAECO Americas, the largest commercial aerospace MRO company operating in North Carolina, employs nearly 3,000 people.





MILITARY AVIATION

Carolina, with eight locations employing 70,000 people. Among Military aviation provides significant employment in North these is Fort Bragg, the largest military base in the world, employing more than 50,000 people.

North Carolina's military population provides one of the largest workforce pipelines in the country, with approximately 21,000 trained veterans entering the civilian workforce every year. A 2019 study showed North Carolina businesses earned \$3 billion in defense contracts to produce military and defense products.

airports. Each year, approximately 200,000 military operations occur at the state's 72 public airports, providing revenue and jobs for local communities. Military aviation also greatly contributes to the state's public



N.C. National Guard 145th Airlift Wing, Charlotte Douglas International Airport

KEY MILITARY AVIATION LOCATIONS

MARINE CORPS AIR STATION NEW RIVER | JACKSONVILLE MARINE CORPS AIR STATION CHERRY POINT | HAVELOCK SEYMOUR JOHNSON AIR FORCE BASE | GOLDSBORO POPE FIELD AT FORT BRAGG | FAVETTEVILLE
 S SEYMOUR JOHNSON AIR FORCE BASE | GOLDSBOG
 MARINE CORPS AIR STATION CHERRY POINT | HAI
 MARINE CORPS AIR STATION NEW RIVER | JACKSC
 MARINE CORPS AIR STATION NEW RIVER | JACKSC
 ELIZABETH CITY COAST GUARD AIR STATION N.C. NATIONAL GUARD

G 145TH AIRLIFT WING | CHARLOTTE DOUGLAS AND STANLY COUNTY
 7,449TH THEATER AVIATION BRIGADE | RALEIGH-DURHAM
 6,449TH THEATER AVIATION BRIGADE | ROWAN COUNTY



BILLION M \$

UNMANNED AIRCRAFT SYSTEMS

aircraft systems (UAS, or drones) industry. The state counted more than 33,000 recreational flyers and 5,000 permitted commercial and North Carolina has positioned itself as a leader across the unmanned government operators at the end of 2020.

number of industry breakthroughs. This includes the first fully operational the first waiver for full Beyond Visual Line of Sight drone operations to be VCDOT's participation in the FAA's UAS Integration Pilot Program, with commercial drone delivery service at WakeMed Hospital in Raleigh and partners Matternet, Zipline, UPS Flight Forward and Volansi, led to a used in bridge inspections.

commercial and public safety professionals. Montgomery Community regional emergency responders to become drone pilots. Elizabeth City now include drones as part of their STEM curriculum. Community colleges promote drone safety by creating certifications and training Leading-edge UAS education and research efforts are underway at College operates the N.C. Public Safety Drone Academy, equipping schools of all levels in the state. More than two dozen high schools State University offers one of the nation's first four-year UAS degree programs. ę

commercial drone venture, has continued to expand its ability to provide services around the world and across industries, adding product offerings North Carolina-based PrecisionHawk, the world's most well-capitalized in energy, insurance, government and construction.

E

ALL ALLAND













abundant supply of well-educated and highly skilled talent to North Carolina's robust higher education sector provides an well as researching innovative technologies that propel the meet the needs of aviation and aerospace industries, as industry forward

than 28 degree programs that are relevant to aviation and the Four-year universities and community colleges offer more aerospace sector. For example:

- (avionics) and aviation management. ECSU also offers one Elizabeth City State University offers a four-year aviation of the nation's first four-year drone education programs. science bachelor's degree, with specializations in flight education, air traffic control, aviation electronics •
 - Guilford Technical Community College offers associate degrees and diploma programs in avionics, aviation management, aviation manufacturing and aviation system technology.
- certifications, diplomas and associate degree programs ranging from Private Pilot Ground School to Aviation Systems Technology and Aviation Electronics. including unmanned aircraft systems. These include Eighteen N.C. Community Colleges offer workforce development programs in aerospace and aviation, •





North Carolina's strong K-I2 STEM education initiative also supports the aviation workforce, including operating aviation-focused high schools such as Northeast Academy for Aerospace and Advanced Technologies in Elizabeth City.

The N.C. Community College System and the N.C. Department of Commerce provide extensive workforce development support, certificate and degree programs, and customized training for companies. These organizations are aligned with the myFutureNC goal of ensuring 2 million North Carolinians, ages 25 to 44, have a high-quality credential or a postsecondary degree by the year 2030.



AVIATION AND AEROSPACE-RELATED DEGREE PROGRAMS

CURRENTLY ENROLLED	17	117	443		
PROGRAM	Aerospace Engineering	Aerospace Engineering & Unmanned Aircraft Systems	Aerospace Engineering	Source: Higher education institutions. Enrollment as of Spring 2019.	
UNIVERSITY	Duke	ECSU	NCSU	Sot	

*Total graduates from 2019-20 academic year

COLLEGE	PB.OGP.≙M	STUDENTS
Alamance CC	Drone Pilot Licensing	9
	Drone Remote Pilot Certificate	33
Asheville-Buncombe TCC	Aviation Management & Career Pilot Technology	86
Brunswick CC	Advanced Law Enforcement UAS	З
Cape Fear CC	Private Pilot Ground School	7
Coastal Carolina CC	Commercial Drone License - Prep	7
	Drones: An Introduction	23
College of The Albemarie	Aviation Systems Technology	36
	Avionic Electronic Technician	10
Craven CC	Aviation Systems Technology	68
C C C	FAA Remote Pilot Flight Training	10
	FAA Remote Pilot Prep	11
Edgecombe CC	UAS Drone Intro/Public Safety	24
U() + -	Airframe & Powerplant Prep	22
	Drone Training Part I	13
	Private Pilot Ground School	15
Gaston College	UAS Drone Intro/Public Safety	19
	Aerostructure Manufacturing and Repair	32
004 1777 91770	Aviation Electronics (Avionics) Technology	69
	Aviation Management & Career Pilot Technology	146
	Aviation Systems Technology	293
	UAS Drone Intro/Public Safety	4
Lenoir CC	Introduction to Drones	16
	Aviation Management & Career Pilot Technology	38
	Drone Flight Certification	41
	Aviation Management & Career Pilot Technology	22
Surry CC	Small Unmanned Aircraft System	0
Wake TCC	FAA Part 107: Commercial Drone	21
Wayne CC	Aviation Systems Technology	54
Source: Nort	Source: North Carolina Community College System (Enrollment as of Spring 2019)	ring 2019)

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ECONOMIC IMPACTS OF N.C. AIRPORTS

	ZNA A	INAL ECONC	ANNUAL ECONOMIC IMPACIS	
AIRPORT TYPE	JOBS	PERSONAL INCOME	PERSONAL INCOME STATE AND LOCAL TAXES ECONOMIC OUTPUT	ECONOMIC OUTPUT
Commercial Service	345,230	\$13,638,240,000	\$2,287,890,000	\$55,532,450,000
General Aviation	27,315	\$1,386,920,000	\$187,102,000	\$5,229,420,000
TOTAL	372,545	\$15,025,160,000	\$2,474,992,000	\$60,761,820,000

AIRPORT	AIRPORT AND NAME	CITY/TOWN	JOBS	PERSONAL INCOME	STATE AND LOCAL TAXES	ECONOMIC OUTPUT
OAJ AI	Albert J. Ellis	Jacksonville	3,460	\$124,990,000	\$19,984,000	\$565,810,000
AVL As	Asheville Regional	Asheville	12,520	\$401,760,000	\$65,424,000	\$1,945,850,000
CLT CF	Charlotte Douglas International	Charlotte	169,390	\$6,842,150,000	\$1,304,950,000	\$24,585,900,000
EWN	Coastal Carolina Regional	New Bern	2,710	\$99,710,000	\$16,565,000	\$456,750,000
JQF Cc	Concord Regional	Concord	5,070	\$212,510,000	\$34,873,000	\$831,540,000
FAY Fa	Fayetteville Regional/Grannis Field	Fayetteville	4,575	\$173,480,000	\$28,610,000	\$790,240,000
GSO Pi	Piedmont Triad International	Greensboro	30,015	\$1,630,780,000	\$204,727,000	\$8,641,160,000
PGV Pi	Pitt-Greenville	Greenville	1,770	\$81,460,000	\$9,480,000	\$321,160,000
RDU Ra	Raleigh-Durham International	Raleigh/Durham	99,335	\$3,498,730,000	\$518,287,000	\$15,146,510,000
ILM V	Wilmington International	Wilmington	16,385	\$572,670,000	\$84,990,000	\$2,247,480,000
TOTAL			345,230	\$13,638,240,000	\$2,287,890,000	\$55,532,400,000

QUANTIFYING IMPACTS

The latest analysis of the economic impacts of North Carolina's public airports, conducted by North Carolina State University's institute for Transportation Research and Education (UTRE), reveals avaitor-netated businesses that engage with the state's 10 commercial service and 62 general aviation airports contribute more than \$61 billion in economic output, 373,000 jobs, \$15 billion in commercial service and 52 beneral and local tax veevues, based on ITRE's 2020 analysis of 2019 airport data. The economic impacts of the 2020 COVID pandemic are not reflected in this data.

The commercial service airport analysis quantified the impacts of leisure visitors, on-airport contributions (jobs, income and spending by tenants such as airlines, rental car companies and airport security) and the impact of airport capital projects and operations (construction, facility maintenance and operational services).

The general aviation airport analysis quantified the impact of jobs supported by the airport directly jobs supported by businesses that rely on the airport, and the impact of visitors.





GENERAL AVIATION AIRPORT IMPACTS

				DEPSONAL	STATE AND	MONODE
	AIRPORT AND NAME	CITY/TOWN	JOBS	INCOME	LOCAL TAXES	OUTPUT
AFP	Anson County - Jeff Cloud Field	Wadesboro	65 03r	\$3,700,000	\$581,000	\$23,060, #F 4100
	Ashe County	Jerrerson	2.55	\$15,540,000 #F 670,000	\$1,356,000	\$54,190, #10160
HBI 7 A O	Asheboro Regional	Asheboro Ceruco Dino	110	\$5,630,000 #6140,000	\$624,000 ¢E60,000	\$18,160, #31,260
HSF	Avery Councy/Morrison Freid Billy Mitchell	spruce Pine Hatteras	2U 20	\$1170.000	\$1 356 000	\$3140
BUY	Burlington-Alamance Regional	Burlington	1,065	\$49,400,000	\$6.242.000	\$172,020
SUT	Cape Fear Rgnl Jetport/Howie Franklin Fld	Oak Island	1,985	\$87,410,000	\$11,119,000	\$280,560,
EQY	Charlotte-Monroe Executive	Monroe	320	\$15,950,000	\$1,881,000	\$26,440
CPC	Columbus County Municipal	Whiteville	515	\$31,420,000	\$20,511,000	\$167,090,
XNO	Currituck County Regional	Currituck	65	\$2,930,000	\$413,000	\$9,400
L C M	Curris Li Brown, Jr. Field	Elizabethtown	200	\$2,670,000 #10.270.000	#7 800.000	(U2d,81¢
EXX	Davidson County	Manteo Lexinaton	480 520	\$22.870.000	\$2,826.000	\$70,900
DPL	Duplin County	Kenansville	280	\$13,450,000	\$1,349,000	\$64,810
ECG	Elizabeth City CG Air Station/Regional	Elizabeth City	2,790	\$124,860,000	\$9,293,000	\$479,780
ZEF	Elkin Municipal	Elkin	65	\$3,510,000	\$554,000	\$12,210,
FFA	First Flight	Kill Devil Hills	135	\$4,690,000	\$604,000	\$4,120,
MRN	Foothills Regional	Morganton	06	\$3,660,000	\$509,000	\$10,020,
AKH	Gastonia Municipal Malifex - Northermeten Docional	Gastonia Despolyo Denide	50 14 F	\$2,280,000 ¢6.610.000	\$291,000 \$679,000	\$6,400, \$17,500
E FE	Harnett Regional Jetoort	Erwin	012	\$44.000.000	\$6.016.000	\$190.050
ACZ	Henderson Field	Wallace	30	\$2,040,000	\$227,000	\$5,260
ZNH	Henderson-Oxford	Oxford	60	\$2,190,000	\$318,000	\$15,010,
HKY	Hickory Regional	Hickory	310	\$13,400,000	\$1,737,000	\$43,130
7W6	Hyde County	Englehard	ы	\$550,000	\$59,000	\$1,880,
24A	Jackson County	Sylva	15	\$680,000	\$97,000 #T 555,000	\$2,280
	Volitiston Regional Kinston Parional Tathort at Stallings Field	Kinston	2105	\$115,000,000	\$10 004 000	\$487170.
MEB	kilistori regional serport at stanings Frend Laurinburg-Maxton	Maxton	595	\$30.720.000	\$381.000	\$95.430.
R	Lincolnton-Lincoln County Regional	Lincolnton	140	\$5,770,000	\$886,000	\$17,650
LBT	Lumberton Municipal	Lumberton	130	\$5,030,000	\$385,000	\$15,520,
1A5	Macon County	Franklin	130	\$6,520,000	\$707,000	\$18,790
MCZ	Michael I Smith Einld	Williamston	65 215	\$2,/30,000 \$12 270,000	\$369,000 ¢1622,000	\$7,850 ¢z1 pp0
43A	Montaomery County	Star	5 m	\$590,000	\$104.000	\$1.720
SOP	Moore County	Pinehurst/Southern Pines	320	\$20,390,000	\$3,160,000	\$93,300
MWK	Mt Airy/Surry County	Mount Airy	2,545	\$129,390,000	\$22,716,000	\$691,050,
W40	Mt Olive Municipal	Mount Olive	210	\$10,870,000	\$670,000	\$21,880,
EDE	Northeastern Regional	Edenton	70	\$3,710,000	\$494,000	\$10,450,
W95	Ocracoke Island	Ocracoke	20 76	\$990,000	\$87,000	\$5,470,
ZWZ	Duell Williamson Plumopal	Plymouth	25	\$2,140,000	\$283,000	\$5.920.
TTA	Raleigh Exec Jetport at Sanford-Lee County	Sanford	490	\$20,220,000	\$2,417,000	\$62,710,
ТDF	Raleigh Regional at Person County	Roxboro	275	\$14,950,000	\$2,070,000	\$72,810,
RCZ	Richmond County	Rockingham	35	\$1,770,000	\$193,000	\$4,670
SIF	Rockingham County/NC Shiloh	Reidsville	435	\$19,730,000	\$864,000	\$64,310,
	Rocky Mount-Wilson Regional	Rocky Mount	450	\$26,400,000 \$47,240,000	\$2,861,000 \$5 151,000	\$70,500, #14E 070
	Rutherford County-Marchman Field	Salisbury Rutherfordton	850	\$43,240,000 \$3 720,000	\$746 000	\$13,740,
CTZ	Sampson County	Clinton	25	\$1,290,000	\$170,000	\$4,600,
EHO	Shelby - Cleveland County Regional	Shelby	320	\$13,310,000	\$1,901,000	\$52,920,
SCR	Siler City Municipal	Siler City	45	\$1,650,000	\$405,000	\$8,200,
INT	Smith-Reynolds	Winston-Salem	3,665	\$230,750,000	\$29,022,000	\$814,800,
NUU	Stanly County Stational Bootional	Albemarie Statocuillo	490	\$30,180,000 \$41 280 000	\$3,255,000 #8 722,000	\$136,770, #129.200
	Jarboro-Eddecombe	Jarboro	0.00	\$2 350 000	\$61 000	002,8614 \$13,440
LHZ	Triangle North Executive	Louisburg	230	\$9,880,000	\$1,330,000	\$26,780,
ASJ	Tri-County Airport at Henry Joyner Field	Ahoskie	35	\$1,520,000	\$213,000	\$4,470
OCW	Warren Field	Washington	205	\$8,210,000	\$925,000	\$23,310,
GWW	Wayne Executive Jetport	Goldsboro	345	\$16,650,000	\$1,847,000	\$58,170
	Western Carolina Regional Wilkes County	Andrews North Wilkesboro	3/ U	\$5.480.000	\$739,000	\$15.470
			22.20			



Office of the City Manager

May 27, 2021

Dr. Kim Eagle County Manager 128 West Main Avenue Gastonia, NC 29053

Dear Dr. Eagle:

On behalf of the Mayor and Council of the City of Gastonia, I would like to update you on the economic benefit of the Gastonia Municipal Airport for Gaston County, the surrounding area, and for general aviation. The North Carolina Department of Transportation's Division of Aviation releases an annual economic report on the positive impact of the state's airports on the economy. The 2021 reports states that the Gastonia Municipal Airport creates annually 50 jobs, a personal income of \$2,280,000, \$261,000 in state and local taxes, and has a total economic output of \$6,400,000 (please see attached NCDOT Division of Aviation Study).

The City of Gastonia has owned and operated the airport for over half a century and has served many citizens and aviators. The airport has served as the home airport for corporations, offered charter plane services, maintained many planes, and has served as the training grounds for many citizens who have earned their pilot licenses.

The City looks forward to partnering with the County, State, and Federal governments to make substantial improvements to this facility in the future. The City has already invested over \$1,000,000 in the last five years for improved safety features and other items. In the near future the airport will feature a self-serve fueling station. The City is also working with NCDOT in studying how the runway can be lengthened to over 5,000 feet so that the airport can host additional jets and larger airplanes.

Should you have any questions or need additional information, please feel free to contact me via phone or email at michaelp@cityofgastonia.com.

Sincerely,

Michael C. Peoples

Michael C. Peoples City Manager



County Attorney

Board Action

File #: 21-217

Board of Commissioners - County Attorney - To Approve the Memorandum of Agreement (MOA) Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation

STAFF CONTACT

Jonathan L. Sink, County Attorney

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Gaston County, along with certain counties and municipalities in North Carolina, joined with thousands of local governments across the country to file lawsuits against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct.

This litigation was intended to address the opioid crisis, increasing levels of drug misuse, addiction, and overdose death.

In anticipation of a forthcoming settlement in the national opioid litigation, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments.

By signing the Memorandum of Agreement, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities as quickly as possible once a negotiation is finalized.

POLICY IMPACT

None

ATTACHMENTS

Resolution, Memorandum of Agreement and Signature Pages



A RESOLUTION BY THE COUNTY OF GASTON APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and,

WHEREAS, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction, and overdose death; and,

WHEREAS, the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and,

WHEREAS, newborns in Gaston County have been harmed by opioid substance abuse at a rate that is over two times the state average; and,

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and,

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and,

WHEREAS, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and,

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

A RESOLUTION BY THE COUNTY OF GASTONAPPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION Page 2

WHEREAS, it is anticipated that a settlement in the national opioid litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson will make available, to the counsel with whom Gaston County has a direct contractual relationship, the opportunity to participate in a subdivision and common benefit attorneys' fee fund of approximately \$1.6 billion or more at the national level in exchange for waiver of the counsel's contingency fee agreements with local governments including Gaston County with respect to recoveries from those companies; and Gaston County's approval of the MOA shall be conditional and revoked if, by August 1, 2021, such counsel files a written representation to the MDL Court that counsel does not intend to participate in the subdivision and common benefit attorney's fee fund; and,

WHEREAS, by signing onto the MOA, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and,

WHEREAS, it is advantageous to all North Carolinians for local governments, including Gaston County and its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and,

WHEREAS, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE, BE IT RESOLVED that the Gaston County Board of Commissioners hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis. Furthermore, Gaston County authorizes the County Manager (or County Attorney) take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved copies of this resolution and the signed MOA be sent to <u>opioiddocs@ncdoj.gov</u> as well as forwarded to the North Carolina Association of County Commissioners at <u>communications@ncacc.org</u>.

Adopted this the 8th day of June, 2021.

Tom Keigher, Chairman Gaston County Board of Commissioners

ATTEST:

Donna S. Buff Clerk to the Board

(SEAL)

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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Background Statement

Capitalized terms not defined below have the meanings set forth in the Definitions section of the Statement of Agreement.

WHEREAS, the State of North Carolina (the "State"), North Carolina counties and municipalities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic ("Pharmaceutical Supply Chain Participants"); and

WHEREAS, certain North Carolina counties and municipalities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misconduct; and

WHEREAS, the State and the Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout North Carolina and in its local communities; and

WHEREAS, while the Local Governments and the State recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort; and

WHEREAS, settlements resulting from the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson are anticipated to take the form of a National Settlement Agreement; and

WHEREAS, this Memorandum of Agreement ("MOA") is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreement and, to the extent appropriate, in other settlements related to the opioid epidemic reached by the state of North Carolina; and

WHEREAS, North Carolina's share of settlement funds from the National Settlement Agreement will be maximized only if all North Carolina counties, and municipalities of a certain size, participate in the settlement; and

WHEREAS, the National Settlement Agreement will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts (a "State-Subdivision Agreement"); and

WHEREAS, this MOA is intended to serve as such a State-Subdivision Agreement under the National Settlement Agreement; and

WHEREAS, the aforementioned investigations and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and it may cause additional entities to declare bankruptcy in the future; and WHEREAS, this MOA is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and North Carolina counties and municipalities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement ("Bankruptcy Resolutions"); and

WHEREAS, specifically, this MOA is intended to serve under the Bankruptcy Resolution concerning Purdue Pharma L.P. as a statewide abatement agreement, and under this MOA, a statewide abatement agreement is a type of State-Subdivision Agreement.

Statement of Agreement

The parties hereto agree as follows:

A. Definitions

As used in this MOA:

The terms "Bankruptcy Resolution," "MOA," "Pharmaceutical Supply Chain Participant," "State," and "State-Subdivision Agreement" are defined in the recitals to this MOA.

"Coordination group" refers to the group described in Section E.7 below.

"County Incentive Fund" is defined in Section G below.

"Governing Body" means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council, town council, board of commissioners, or board of aldermen for the municipality.

"Incentive Eligible Local Government" is defined in Section G below.

"Local Abatement Funds" are defined in Section B.2 below.

"Local Government" means all counties and municipalities located within the geographic boundaries of the State of North Carolina that have chosen to sign on to this MOA.

"MDL Matter" means the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio.

"MDL Parties" means all parties who participated in the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio as Plaintiffs.

"National Settlement Agreement" means a national opioid settlement agreement with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

"Opioid Settlement Funds" shall mean all funds allocated by the National Settlement Agreement and any Bankruptcy Resolutions to the State or Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in the National Settlement Agreement or any Bankruptcy Resolutions for the payment of the Parties' litigation expenses or the reimbursement of the United States Government.

"Parties" means the State of North Carolina and the Local Governments.

"Settling Defendants" means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

"State Abatement Fund" is defined in Section B.2 below.

B. Allocation of Settlement Proceeds

- 1. <u>Method of distribution.</u> Pursuant to the National Settlement Agreement and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and to Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
- 2. <u>Overall allocation of funds.</u> Opioid Settlement Funds shall be allocated as follows: (i) 15% directly to the State ("State Abatement Fund"), (ii) 80% to abatement funds established by Local Governments ("Local Abatement Funds"), and (iii) 5% to a County Incentive Fund described in **Section G** below.
- 3. <u>Allocation of funds between Local Governments.</u> The Local Abatement Funds shall be allocated to counties and municipalities in such proportions as set forth in **Exhibit G**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model. The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreement, the proportions set forth in **Exhibit G** shall be adjusted: (i) to provide no payment from the National Settlement Agreement to any listed county or municipality that does not participate in the National Settlement Agreement to any listed county or municipality that signs onto the National Settlement Agreement after the initial participation deadline.
- 4. <u>Municipal allocations.</u> Within counties and municipalities:

- a. <u>Local Governments receiving payments.</u> The proportions set forth in **Exhibit G** provide for payments directly to (i) all North Carolina counties, (ii) North Carolina municipalities with populations over 75,000 based on the United States Census Bureau's Vintage 2019 population totals, and (iii) North Carolina municipalities who are also MDL Parties as of January 1, 2021.
- b. <u>Municipality may direct payments to county.</u> Any municipality allocated a share in **Exhibit G** may elect to have its share of current or future annual distributions of Local Abatement Funds instead directed to the county or counties in which it is located. Such an election may be made by January 1 each year to apply to the following fiscal year. If a municipality is located in more than one county, the municipality's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.
- 5. <u>Use of funds for opioid remediation activities.</u> This MOA requires that except as related to the payment of the Parties' litigation expenses and the reimbursement of the United States Government, all Opioid Settlement Funds, regardless of allocation, shall be utilized only for opioid remediation activities.
- 6. <u>Relationship of this MOA to other agreements and resolutions.</u> All Parties acknowledge and agree the National Settlement Agreement will require a Local Government to release all its claims against the Settling Defendants to receive Opioid Settlement Funds. All Parties further acknowledge and agree based on the terms of the National Settlement Agreement, a Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreement to release its claims. This MOA is not a promise from any Party that any National Settlement Agreement or Bankruptcy Resolution will be finalized or executed.

C. Payment of Litigating and Non-Litigating Parties

No Party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in **Exhibit G** or based on the eligibility criteria for payments from the County Incentive Fund as provided by **Section G** below.

D. Special Revenue Fund

- 1. <u>Creation of special revenue fund.</u> Every Local Government receiving Opioid Settlement Funds shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of the Opioid Settlement Funds.
- 2. <u>Procedures for special revenue fund.</u> Funds in this special revenue fund shall not be commingled with any other money or funds of the Local Government. The funds in the

special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an opioid remediation purpose consistent with the terms of this MOA and adopted under the process described in **Section E.6** below. Although counties or municipalities may make contracts with or grants to a nonprofit, charity, or other entity, counties or municipalities may not assign to another entity their rights to receive payments from the national settlement or their responsibilities for funding decisions.

3. <u>Interest earned on special revenue fund</u>. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue fund must be used in a way that is consistent with this MOA.

E. Opioid Remediation Activities.

- 1. <u>Limitation on use of funds.</u> Local Governments shall expend Opioid Settlement Funds only for opioid-related expenditures consistent with the terms of this MOA and incurred after the date of the Local Government's execution of this MOA, unless execution of the National Settlement Agreement requires a later date.
- 2. <u>Opportunity to cure inconsistent expenditures.</u> If a Local Government spends any Opioid Settlement Funds on an expenditure inconsistent with the terms of this MOA, the Local Government shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for opioid remediation activities through budget amendment or repayment.
- 3. <u>Consequences of failure to cure inconsistent expenditures.</u> If a Local Government does not make the cure required by **Section E.2** above within 60 days, (i) future Opioid Fund payments to that Local Government shall be reduced by an amount equal to the inconsistent expenditure, and (ii) to the extent the inconsistent expenditure is greater than the expected future stream of payments to the Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among all eligible Local Governments. The Attorney General may recover any litigation expenses incurred to recover the funds. Any recovery or redistribution shall be distributed consistent with **Sections B.3 and B.4** above.
- 4. <u>Annual meeting of counties and municipalities within each county.</u> Each county receiving Opioid Settlement Funds shall hold at least one annual meeting with all municipalities in the Local Government's county invited in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between local governments both within and beyond the county. These meetings shall be open to the public.
- 5. <u>Use of settlement funds under Option A and Option B.</u> Local Governments shall spend Opioid Settlement Funds from the Local Abatement Funds on opioid remediation activities using either or both of the processes described as Option A and Option B below, unless the relevant National Settlement Agreement or Bankruptcy Resolution further limit the spending.

a. <u>Option A</u>.

- i. Without any additional strategic planning beyond the meeting described in **Section E.4** above, Local Governments may spend Opioid Settlement Funds from the list of High-Impact Opioid Abatement Strategies attached as **Exhibit A**. This list is a subset of the initial opioid remediation strategies listed in the National Settlement Agreement.
- Exhibit A may be modified as set forth in Exhibit D below; provided, however, that any strategy listed on Exhibit A must be within the list of opioid remediation activities for the then-current National Settlement Agreement. Opioid remediation activities undertaken under a previously authorized strategy list may continue if they were authorized at the time of the Local Government's commitment to spend funds on that activity.

b. <u>Option B</u>.

- i. A Local Government that chooses to participate in additional voluntary, collaborative, strategic planning may spend Opioid Settlement Funds from the broader list of categories found in **Exhibit B**. This list contains all the initial opioid remediation strategies listed in the National Settlement Agreement.
- Before spending any funds on any activity listed in Exhibit B, but not listed on Exhibit A, a Local Government must first engage in the collaborative strategic planning process described in Exhibit C. This process shall result in a report and non-binding recommendations to the Local Government's Governing Body described in Exhibit C (right-hand column).
- iii. A Local Government that has previously undertaken the collaborative strategic planning process described in Exhibit C and wishes to continue implementing a strategy listed in Exhibit B, but not listed in Exhibit A, shall undertake a new collaborative strategic planning process every four years (or more often if desired).
- iv. A Local Government that has previously undertaken the collaborative strategic planning process described in Exhibit C that wishes to implement a new strategy listed in Exhibit B but not listed in Exhibit A, shall undertake a new collaborative strategic planning process.
- v. Two or more Local Governments may undertake a single collaborative strategic planning process resulting in a report and recommendations to all of the Local Governments involved.

- 6. Process for drawing from special revenue funds.
 - a. <u>Budget item or resolution required.</u> Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
 - b. <u>Budget item or resolution details.</u> The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in **Exhibit A** or **Exhibit B** to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.
- 7. <u>Coordination group.</u> A coordination group with the composition and responsibilities described in **Exhibit D** shall meet at least once a year during the first three years that this MOA is in effect. Thereafter, the coordination group shall meet at least once every three years until such time as Opioid Settlement Funds are no longer being spent by Local Governments.

F. Auditing, Compliance, Reporting, and Accountability

- 1. <u>Audits under Local Government Budget and Fiscal Control Act.</u> Local Governments' Opioid Settlement Funds are subject to financial audit by an independent certified public accountant in a manner no less than what is required under G.S. 159-34. Each Local Government must file an annual financial audit of the Opioid Settlement Funds with the Local Government Commission. If any such audit reveals an expenditure inconsistent with the terms of this MOA, the Local Government shall immediately report the finding to the Attorney General.
- 2. <u>Audits under other acts and requirements.</u> The expenditure of Opioid Settlement Funds is subject to the requirements of the Local Government Budget and Fiscal Control Act, Chapter 159 of the North Carolina General Statutes; Local Government Commission rules; the Federal Single Audit Act of 1984 (as if the Opioid Settlement Funds were federal funds); the State Single Audit Implementation Act; Generally Accepted Government Auditing Standards; and all other applicable laws, rules, and accounting standards. For expenditures for which no compliance audit is required under the Federal Single Audit Act of 1984, a compliance audit shall be required under a compliance supplement approved by the coordination group.
- 3. <u>Audit costs.</u> Reasonable audit costs that would not be required except for this Section F may be paid by the Local Government from Opioid Settlement Funds..
- 4. <u>Access to persons and records.</u> During and after the term of this MOA, the State Auditor and Department of Justice shall have access to persons and records related to this MOA and expenditures of Opioid Settlement Funds to verify accounts and data affecting fees or

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performance. The Local Government manager/administrator is the point of contact for questions that arise under this MOA.

- 5. <u>Preservation of records.</u> The Local Government must maintain, for a period of at least five years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA.
- 6. <u>Reporting</u>.
 - a. <u>Annual financial report required.</u> In order to ensure compliance with the opioid remediation provisions of the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA, for every fiscal year in which a Local Government receives, holds, or spends Opioid Settlement Funds, the county or municipality must submit an annual financial report specifying the activities and amounts it has funded.
 - b. <u>Annual financial report timing and contents.</u> The annual financial report shall be provided to the North Carolina Attorney General by emailing the report to opioiddocs@ncdoj.gov, within 90 days of the last day of the state fiscal year covered by the report. Each annual financial report must include the information described on **Exhibit E**.
 - c. <u>Reporting to statewide opioid settlement dashboard</u>. Each Local Government must provide the following information to the statewide opioid settlement dashboard within the stated timeframes:
 - i. The budget or resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for a specific purpose or purposes during a specified period of time as described in **Section E.6.b** above (within 90 days of the passage of any such budget or resolution);
 - ii. If the Local Government is using Option B, the report(s) and non-binding recommendations from collaborative strategic planning described in Section E.5.b.ii above and Exhibit C (right hand column) (within 90 days of the date the report and recommendations are submitted to the local governing body for consideration);
 - iii. The annual financial reports described in Section F.6.a and **Exhibit E** (within 90 days of the end of the fiscal year covered by the report); and
 - iv. The impact information described in **Exhibit F** (within 90 days of the end of the fiscal year covered by the report).

The State will create an online portal with instructions for Local Governments to report or upload each of these four items by electronic means.

- d. <u>Copy to NCDOJ of any additional reporting.</u> If the National Settlement Agreement or any Bankruptcy Resolutions require that a Local Government file, post, or provide a report or other document beyond those described in this MOA, or if any Local Government communicates in writing with any national administrator or other entity created or authorized by the National Settlement Agreement or any Bankruptcy Resolutions regarding the Local Government's compliance with the National Settlement Agreement or Bankruptcy Resolutions, the Local Government shall email a copy of any such report, document, or communication to the North Carolina Department of Justice at <u>opioiddocs@ncdoj.gov</u>.
- e. <u>Compliance and non-compliance</u>.
 - i. Every Local Government shall make a good faith effort to comply with all of its reporting obligations under this MOA, including the obligations described in **Section F.6.c** above.
 - ii. A Local Government that engages in a good faith effort to comply with its reporting obligations under **Section F.6.c** but fails in some way to report information in an accurate, timely, or complete manner shall be given an opportunity to remedy this failure within a reasonable time.
 - iii. A Local Government that does not engage in a good faith effort to comply with its reporting obligations under this MOA, or that fails to remedy reporting issues within a reasonable time, may be subject to action for breach of contract.
 - iv. Notwithstanding anything to the contrary herein, a Local Government that is in substantial compliance with the reporting obligations in this MOA shall not be considered in breach of this MOA or in breach of contract.
- 7. <u>Collaboration</u>. The State and Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, technical assistance. They will also coordinate with trusted partners to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

G. County Incentive Fund

A Local Government receiving Settlement Proceeds pursuant to Section B.4.a shall be an Incentive Eligible Local Government if every municipality in the Local Government's county with population of at least 30,000 has executed this MOA by October 1, 2021, but no later than any such deadline set in the National Settlement Agreement for the highest possible participation in incentive structures for North Carolina. Each Incentive Eligible Local Government shall receive a share of the 5% County Incentive Fund set forth in Section B.2.iii, distributed pro rata among only Incentive Eligible Local Governments as set forth in Exhibit G. For purposes of the calculations required by this Section, populations will be based on United States Census Bureau's Vintage 2019 population totals, and a municipality with populations in multiple counties will be counted only toward the county which has the largest share of that municipality's population.

H. Effectiveness

1. <u>When MOA takes effect.</u> This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreement or any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.

2. <u>Amendments to MOA.</u>

- a. <u>Amendments to conform to final national documents</u>. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this MOA to make any changes required by the final provisions of the National Settlement Agreement or any Bankruptcy Resolution. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the MOA. The amendments will be effective to any party that does not withdraw.
- b. <u>Coordination group</u>. The coordination group may make the changes authorized in **Exhibit D**.
- c. <u>No amendments to allocation between Local Governments</u>. Notwithstanding any other provision of this MOA, the allocation proportions set forth in **Exhibit G** may not be amended.
- d. <u>General amendment power</u>. After execution, the coordination group may propose other amendments to the MOA, subject to the limitation in **Section H.2.c** above. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this MOA. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in **Exhibit G**.
- 3. <u>Acknowledgement.</u> The Parties acknowledge that this MOA is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.
- 4. <u>When MOA is no longer in effect.</u> This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution.
- 5. <u>Application of MOA to settlements and bankruptcy resolutions.</u> This MOA applies to all settlements under the National Settlement Agreement with the Settling Defendants and any Bankruptcy Resolutions. The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary

amendments) for resolutions with Pharmaceutical Supply Chain Participants not covered by the National Settlement Agreement or a Bankruptcy Resolution.

- 6. <u>Applicable law and venue.</u> Unless required otherwise by the National Settlement Agreement or a Bankruptcy Resolution, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this MOA must be adjudicated by the Superior Court of Wake County. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
- 7. <u>Scope of MOA.</u> The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreement or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- 8. <u>No third party beneficiaries.</u> No person or entity is intended to be a third party beneficiary of this MOA.
- 9. <u>No effect on authority of parties</u>. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.
- 10. <u>Signing and execution of MOA.</u> This MOA may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

(Signature pages follow.)

Signature pages will be structured as one page for the State of North Carolina, followed by separate signature pages for each county.

These signature pages will also include blanks for the county's municipalities.

To avoid having 101 signature pages in the middle of this file, the signature pages are in a separate document.

EXHIBIT A TO NC MOA: HIGH-IMPACT OPIOID ABATEMENT STRATEGIES ("OPTION A" List)

In keeping with the National Settlement Agreement, opioid settlement funds may support programs or services listed below that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health condition.

As used in this list, the words "fund" and "support" are used interchangeably and mean to create, expand, or sustain a program, service, or activity.

- 1. **Collaborative strategic planning.** Support collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation services, or any activity or combination of activities listed in Exhibit C to the MOA (collaborative strategic planning).
- 2. Evidence-based addiction treatment. Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine's national practice guidelines for the treatment of opioid use disorder including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence-based addiction treatment. This may include capital expenditures for facilities that offer evidence-based treatment for OUD. (If only a portion of a facility offers such treatment, then only that portion qualifies for funding, on a pro rata basis.)
- 3. **Recovery support services.** Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
- 4. **Recovery housing support.** Fund programs offering recovery housing support to people in treatment or recovery, or people who use drugs, such as assistance with rent, move-in deposits, or utilities; or fund recovery housing programs that provide housing to individuals receiving Medication-Assisted Treatment for opioid use disorder.
- 5. **Employment-related services.** Fund programs offering employment support services to people in treatment or recovery, or people who use drugs, such as job training, job skills, job placement, interview coaching, resume review, professional attire, relevant courses at community colleges or vocational schools, transportation services or transportation vouchers to facilitate any of these activities, or similar services or supports.
- 6. **Early intervention.** Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health

First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

- 7. **Naloxone distribution.** Support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as Syringe Service Programs, post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.
- 8. **Post-overdose response team.** Support post-overdose response teams that connect persons who have experienced non-fatal drug overdoses to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
- 9. Syringe Service Program. Support Syringe Service Programs operated by any governmental or nongovernmental organization authorized by section 90-113.27 of the North Carolina General Statutes that provide syringes, naloxone, or other harm reduction supplies; that dispose of used syringes; that connect clients to prevention, treatment, recovery support, behavioral healthcare, primary healthcare, or other services or supports they need; or that provide any of these services or supports.
- 10. **Criminal justice diversion programs.** Support pre-arrest or post-arrest diversion programs, or pre-trial service programs, that connect individuals involved or at risk of becoming involved in the criminal justice system to addiction treatment, recovery support, harm reduction services, primary healthcare, prevention, or other services or supports they need, or that provide any of these services or supports.
- 11. Addiction treatment for incarcerated persons. Support evidence-based addiction treatment, including Medication-Assisted Treatment with at least one FDA-approved opioid agonist, to persons who are incarcerated in jail or prison.
- 12. **Reentry Programs.** Support programs that connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need upon release from jail or prison, or that provide any of these services or supports.

EXHIBIT B TO NC MOA: Additional Opioid Remediation Activities ("OPTION B" List)

This list shall be automatically updated to match the list of approved strategies in the most recent National Settlement Agreement.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:¹

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidenceinformed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. 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 cooccurring mental health conditions.

¹ As used in this Exhibit B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. 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 SUD 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 treatment for or 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 cooccurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

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

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

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

Provide connections to care for people who have – or at risk of developing – OUD and any cooccurring 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 navigators and 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 non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice

system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, 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 OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, 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, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

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

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

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. 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 Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. 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 individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. 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 evidenceinformed 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 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 or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

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

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

1. 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, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities that provide 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. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

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

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H of this Exhibit 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, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend Opioid Settlement Funds; to show how Opioid Settlement Funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

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

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

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

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mailbased delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C to NC MOA: COLLABORATIVE STRATEGIC PLANNING PROCESS UNDER OPTION B

	ACTIVITY NAME	ACTIVITY DETAIL	CONTENT OF REPORT & RECOMMENDATIONS
А	Engage diverse stakeholders	Engage diverse stakeholders, per "ITEM A DETAIL" below, throughout the collaborative strategic planning process	Report on stakeholder engagement per "ITEM A DETAIL" below
В	Designate facilitator	Designate a person or entity to facilitate the strategic collaborative planning process. Consider a trained, neutral facilitator.	Identify the facilitator
С	Build upon any related planning	Build upon or coordinate with prior or concurrent planning efforts that address addiction, drug misuse, overdose, or related issues, including but not limited to community health assessments.	Report any related planning efforts you will build upon or coordinate with
D	Agree on shared vision	Agree on a shared vision for positive community change, considering how strategic investments of Opioid Settlement Funds have the potential to improve community health and well-being and address root causes of addiction, drug misuse, overdose, and related issues	Report on shared vision for positive community change
Е	Identify key indicator(s)	Identify one or more population-level measures to monitor in order to gauge progress towards the shared vision. (The NC Opioid Action Plan Data Dashboard contains several such measures.)	Report on the key indicators selected
F	Identify and explore root causes	Explore root causes of addiction, drug misuse, overdose, and related issues in the community, using quantitative data as well as stakeholder narratives, community voices, the stories of those with lived experience, or similar qualitative information	Report on root causes as described
G	Identify and evaluate potential strategies	Identify potential strategies to address root causes or other aspects of the opioid epidemic; identify these strategies (by letter or number) on EXHIBIT A or EXHIBIT B, and consider the effectiveness of each strategy based on available evidence	Identify and evaluate potential strategies
Н	Identify gaps in existing efforts	For each potential strategy identified (or for favored strategies), survey existing programs, services, or supports that address the same or similar issues; and identify gaps or shortcomings	Report on survey of and gaps in existing efforts
Ι	Prioritize strategies	Prioritize strategies, taking into account your shared vision, analysis of root causes, evaluation of each strategy, and analysis of gaps in existing efforts	Report on prioritization of strategies
J	Identify goals, measures, and evaluation plan	For each strategy (or favored strategy), develop goals and an evaluation plan that includes at least one process measure (How much did you do?), at least one quality measure (How well did you do it?), and at least one outcome measure (Is anyone better off?)	Report on goals, measures, and evaluation plan for each chosen strategy
K	Consider ways to align strategies	For each potential strategy identified (or for favored strategies), consider opportunities to braid Opioid Settlement Funds with other funding streams; develop regional solutions; form strategic partnerships; or to pursue other creative solutions	Report on opportunities to align strategies as described
L	Identify organizations	Identify organizations and agencies with responsibility to implement each strategy; and identify the human, material, and capital resources to implement each strategy	Identify organizations and needs to implement each strategy

М	Develop budgets and timelines Offer	Develop a detailed global budget for each strategy with anticipated expenditures, along with timelines for completing components of each strategy	Report budgets and timelines for each strategy
N	recommen- dations	Offer recommendations to local governing body (e.g., the county board, city council, or other local governing body)	Report recommendations to governing body
		ITEM A DETAIL: STAKEHOLDER INVOLVEME	NT
	STAKE- HOLDERS	DESCRIPTION	CONTENT OF REPORT & RECOMMENDATIONS
A- 1	Local officials	County and municipal officials, such as those with responsibility over public health, social services, and emergency services	Report stakeholder involvement (who and how involved in process)
A- 2	Healthcare providers	Hospitals and health systems, addiction professionals and other providers of behavioral health services, medical professionals, pharmacists, community health centers, medical safety net providers, and other healthcare providers	same as above
A- 3	Social service providers	Providers of human services, social services, housing services, and community health services such as harm reduction, peer support, and recovery support services	same
A- 4	Education and employment service providers	Educators, such as representatives of K-12 schools, community colleges, and universities; and those providing vocational education, job skills training, or related employment services	same
A- 5	Payers and funders	Health care payers and funders, such as managed care organizations, prepaid health plans, LME-MCOs, private insurers, and foundations	same
A- 6	Law enforcement	Law enforcement and corrections officials	same
A- 7	Employers	Employers and business leaders	same
A- 8	Community groups	Community groups, such as faith communities, community coalitions that address drug misuse, groups supporting people in recovery, youth leadership organizations, and grassroots community organizations	same
A- 9	Stakeholders with "lived experience"	Stakeholders with "lived experience," such as people with addiction, people who use drugs, people in medication-assisted or other treatment, people in recovery, people with criminal justice involvement, and family members or loved ones of the individuals just listed	same
A- 10	Stakeholders reflecting diversity of community	Stakeholders who represent the racial, ethnic, economic, and cultural diversity of the community, such as people of color, Native Americans, members of the LGBTQ community, and members of traditionally unrepresented or underrepresented groups	same

EXHIBIT D TO NC MOA: COORDINATION GROUP

COMPOSITION

The Coordination Group shall consist of the following twelve members:

Five Local Government Representatives

- Four appointed by the North Carolina Association of County Commissioners including:
 - One county commissioner
 - One county manager
 - One county attorney
 - One county local health director or consolidated human services director
- One municipal manager appointed by the North Carolina League of Municipalities

Four Experts Appointed by the Department of Health and Human Services

• Four appointed by the Secretary of the Department of Health and Human Services, having relevant experience or expertise with programs or policies to address the opioid epidemic, or with behavioral health, public health, health care, harm reduction, social services, or emergency services.

One Expert Appointed by the Attorney General

• One appointed by the Attorney General of North Carolina from the North Carolina Department of Justice or another state agency, having drug policy or behavioral health experience or expertise.

Two Experts Appointed by Legislative Leaders

- One representative from the University of North Carolina School of Government with relevant expertise appointed by the Speaker of the North Carolina House of Representatives.
- One representative from the board or staff of the North Carolina Institute of Medicine with relevant expertise appointed by the President Pro Tem of the North Carolina Senate.

The coordination group may appoint a non-voting administrator to convene meetings and facilitate the work of the coordination group. The administrator will not be paid from the Opioid Settlement Funds distributed under this MOA.

Appointees shall have relevant experience or expertise with programs or policies to address the opioid epidemic, behavioral health, public health, health care, social services, emergency services, harm reduction, management of local government, or other relevant areas.

Those responsible for making appointments to the coordination group are encouraged to appoint individuals who reflect the diversity of North Carolina, taking into consideration the need for geographic diversity; urban and rural perspectives; representation of people of color and traditionally underrepresented groups; and the experience and perspective of persons with "lived experience." Those responsible for making appointments may appoint a successor or replace a member at any time. Members of the coordination group serve until they resign or are replaced by the appointer. Eight members of the coordination group constitutes a quorum.

RESPONSIBILITIES

- a. As provided in **Section F.2** of the MOA, where no compliance audit would be required under the Federal Single Audit Act of 1984 for expenditures of Opioid Settlement Funds, a compliance audit shall be required under a compliance supplement established by a vote of at least 8 members of the coordination group. The compliance supplement shall address, at least, procedures for determining:
 - i. Whether the Local Government followed the procedural requirements of the MOA in ordering the expenditures.
 - Whether the Local Government's expenditures matched one of the types of opioid-related expenditures listed in Exhibit A of the MOA (if the Local Government selected Option A) or Exhibit B of the MOA (if the Local Government selected Option B).
 - iii. Whether the Local Government followed the reporting requirements in the MOA.
 - iv. Whether the Local Government (or sub-recipient of any grant or loan, if applicable) utilized the awarded funds for their stated purpose, consistent with this MOA and other relevant standards.
 - v. Which processes (such as sampling) shall be used:
 - i. To keep the costs of the audit at reasonable levels; and
 - ii. Tailor audit requirements for differing levels of expenditures among different counties.
- b. The coordination group may, by a vote of at least 8 members, propose amendments to the MOA as discussed in **Section H** of the MOA or modify any of the following:
 - i. The high-impact strategies discussed in **Section E.5** of the MOA and described in **Exhibit A** to the MOA;
 - ii. The collaborative strategic planning process discussed in **Section E.5** of the MOA and described in **Exhibit C** to the MOA;
 - iii. The annual financial report discussed in **Section F.4** of the MOA and described in **Exhibit E** to the MOA;
 - iv. The impact information discussed in **Section F.4** of the MOA and described in **Exhibit F** to the MOA; or
 - v. Other information reported to the statewide opioid dashboard.

- c. The coordination group may, by consensus or by vote of a majority of members present and voting, work with the parties to this MOA, the North Carolina Association of County Commissioners, the North Carolina League of Municipalities, other associations, foundations, non-profits, and other government or nongovernment entities to provide support to Local Governments in their efforts to effectuate the goals and implement the terms of this MOA. Among other activities, the coordination group may coordinate, facilitate, support, or participate in any of the following activities:
 - i. Providing assistance to Local Governments in identifying, locating, collecting, analyzing, or reporting data used to help address the opioid epidemic or related challenges, including data referred to in **Exhibit F**;
 - ii. Developing resources or providing training or technical assistance to support Local Governments in addressing the opioid epidemic and carrying out the terms of this MOA;
 - iii. Developing pilot programs, trained facilitators, or other resources to support the collaborative strategic planning process described in this MOA;
 - iv. Developing and implementing a voluntary learning collaborative among Local Governments and others to share best practices in carrying out the terms of this MOA and addressing the opioid epidemic, including in-person or virtual convenings or connections;
 - v. Developing voluntary leadership training programs for local officials on strategies to address the opioid epidemic, opportunities for Local Governments to harness the ongoing transition to value-based healthcare, and other relevant topics;
 - vi. Taking other actions that support Local Governments in their efforts to effectuate the goals and implement the terms of this MOA but do not in any way change the terms of this MOA or the rights or obligations of parties to this MOA.

EXHIBIT E TO NC MOA: ANNUAL FINANCIAL REPORT

Each annual financial report must include the following financial information:

- 1. The amount of Opioid Settlement Funds in the special revenue fund at the beginning of the fiscal year (July 1).
- 2. The amount of Opioid Settlement Funds received during the fiscal year.
- 3. The amount of Opioid Settlement Funds disbursed or applied during the fiscal year, broken down by funded strategy (with any permissible common costs prorated among strategies).
- 4. The amount of Opioid Settlement Funds used to cover audit costs as provided in Section F.3 of this MOA.
- 5. The amount of Opioid Settlement Funds in the special revenue fund at the end of the fiscal year (June 30).

All Local Governments that receive two-tenths of one percent (0.2 percent) or more of the total Local Government Allocation as listed in **Exhibit G** shall provide the following additional information:

- 6. For all Opioid Settlement Funds disbursed or applied during the fiscal year as reported in item 3 above, a single breakdown of the total amount disbursed or applied for all funded strategies during the fiscal year into the following categories:
 - a. Human resource expenditures.
 - b. Subcontracts, grants, or other payments to sub-recipients involved in implementing of the funded strategies listed item 4 above.
 - c. Operational expenditures.
 - d. Capital expenditures.
 - e. Other expenditures.
- 7. With respect to item 6.b above, the Local Government shall provide the following information for any sub-recipient that receives ten percent or more of the total amount that the Local Government disbursed or applied during the fiscal year:
 - a. The name of the sub-recipient.
 - b. The amount received by the sub-recipient during the fiscal year.
 - c. A very brief description of the goods, services, or other value provided by the sub-recipient (for example, "addiction treatment services" or "peer-support services" or "syringe service program" or "naloxone purchase").

The coordination group may clarify or modify specifications for this annual financial report as provided in Exhibit D.

EXHIBIT F TO NC MOA: IMPACT INFORMATION

Within 90 days of the end of any fiscal year in which a Local Government expends Opioid Settlement Funds, the Local Government shall report impact information for each strategy that it funded with Opioid Settlement Funds during that fiscal year ("funded strategy"), using the STANDARD FORM or the SHORT FORM for each funded strategy.

The STANDARD FORM is recommended to all Local Governments for all funded strategies. However, Local Governments may use the SHORT FORM as follows:

- All Local Governments that receive less than 0.2 percent (two-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** may use the SHORT FORM for all funded strategies.
- All Local Governments that receive 0.2 percent (two-tenths of one percent) or more but less than 0.3 percent (three-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the funded strategy that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.
- All Local Governments that receive 0.3 percent (three-tenths of one percent) or more but less than 0.4 percent (four-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the two funded strategies that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.

STANDARD FORM

- 1. County or municipality and fiscal year covered by this report.
- 2. Name, title, and organization of person completing this report.
- 3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on funded strategy.
- 4. <u>Brief progress report</u> describing the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words).
- 5. <u>Brief success story</u> from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).
- 6. <u>One or more process measures</u>, addressing the question, "How much did you do?" Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.
- 7. <u>One or more quality measures</u>, addressing the question, "How well did you do it?" Examples: percentage of clients referred to care or engaged in care; percentage of staff with

certification, qualification, or lived experience; level of client or participant satisfaction shown in survey data.

- 8. <u>One or more outcome measures</u>, addressing the question, "Is anyone better off?" Examples: number or percentage of clients with stable housing or employment; self-reported measures of client recovery capital, such as overall well-being, healthy relationships, or ability to manage affairs; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.
- 9. In connection with items 6, 7, and 8 above, <u>demographic information</u> on the participation or performance of people of color and other historically marginalized groups.

The State will provide counties and municipalities with recommended measures and sources of data for common opioid remediation strategies such as those listed in **Exhibit A**.

Counties or municipalities that have engaged in collaborative strategic planning are encouraged to use the measures for items 6 through 8 above identified through that process.

SHORT FORM

- 1. County or municipality and fiscal year covered by this report.
- 2. Name, title, and organization of person completing this report.
- 3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on strategy.
- 4. <u>Brief progress report</u> describing the funded strategy and progress made on the funded strategy during the fiscal year. Recommended length: approximately one-half to one page (125-250 words).

EXHIBIT G TO NC MOA: LOCAL GOVERNMENT ALLOCATION PROPORTIONS

Counties:

Alamance	1.378028967612490%
Alexander	0.510007879580514%
Alleghany	0.149090598929352%
Anson	0.182192960366522%
Ashe	0.338639188321974%
Avery	0.265996766935006%
Beaufort	0.477888434887858%
Bertie	0.139468575095652%
Bladen	0.429217809476617%
Brunswick	2.113238507591200%
Buncombe	2.511587857322730%
Burke	2.090196827047270%
Cabarrus	1.669573446626000%
Caldwell	1.276301146194650%
Camden	0.073036400412663%
Carteret	1.128465593852300%
Caswell	0.172920237524674%
Catawba	2.072695222699690%
Chatham	0.449814383077585%
Cherokee	0.782759152904478%
Chowan	0.113705596126821%
Clay	0.224429948904576%
Cleveland	1.119928027749120%
Columbus	1.220936938986050%
Craven	1.336860190247190%
Cumberland	2.637299659634610%
Currituck	0.186778551294444%
Dare	0.533126731273811%
Davidson	1.940269530393250%
Davie	0.513147526867745%
Duplin	0.382785147396895%
Durham	1.797994362444460%
Edgecombe	0.417101939026669%
Forsyth	3.068450809484740%
Franklin	0.500503643290578%
Gaston	3.098173886907710%
Gates	0.079567516632414%
Graham	0.183484561708488%
Granville	0.590103409340146%

Greene	0.123274818647799%
Guilford	3.375015231147900%
Halifax	0.453161173976264%
Harnett	0.988980772198890%
Haywood	0.803315110111045%
Henderson	1.381595087040930%
Hertford	0.206843050128754%
Hoke	0.332485804570157%
Hyde	0.027237354085603%
Iredell	2.115931374540020%
Jackson	0.507757731330674%
Johnston	1.250887468217670%
Jones	0.087966986994631%
Lee	0.653115683614534%
Lenoir	0.604282592625687%
Lincoln	0.926833627125253%
Macon	0.466767666100745%
Madison	0.237776496104888%
Martin	0.232882220579515%
McDowell	0.587544576492856%
Mecklenburg	5.038301259920550%
Mitchell	0.309314151564137%
Montgomery	0.226050543041193%
Moore	0.971739112775481%
Nash	0.845653639635102%
New Hanover	2.897264892001010%
Northampton	0.120996238921878%
Onslow	1.644001364710850%
Orange	1.055839419023090%
Pamlico	0.119936151028001%
Pasquotank	0.374816210815334%
Pender	0.585749331860312%
Perquimans	0.111833180344914%
Person	0.403024296727131%
Pitt	1.369008066415930%
Polk	0.266142985954851%
Randolph	1.525433986174180%
Richmond	0.749132839979529%
Robeson	1.359735343574080%
Rockingham	1.365368837477560%
Rowan	2.335219287913370%
Rutherford	0.928941617994687%
Sampson	0.619513740526226%
Scotland	0.449148274209402%
~~~~	0.11911027120910270

Stanly	0.724974208589555%
Stokes	0.623953112434303%
Surry	1.410826706091650%
Swain	0.281162928604502%
Transylvania	0.497595509451435%
Tyrrell	0.041440907207785%
Union	1.466702679869700%
Vance	0.536258255282162%
Wake	4.902455667205510%
Warren	0.106390583495122%
Washington	0.074770720453604%
Watauga	0.469675799939888%
Wayne	0.970699333078804%
Wilkes	1.997177160589100%
Wilson	0.646470841490459%
Yadkin	0.562147145073638%
Yancey	0.382114976889272%

# Municipalities:

Asheville	0.235814724255298%
Canton	0.011453823221205%
Cary	0.144151645370137%
Charlotte	1.247483814366830%
Concord	0.227455870287483%
Durham	0.380405026684971%
Fayetteville	0.309769055181433%
Gastonia	0.257763823789835%
Greensboro	0.527391696384329%
Greenville	0.162656474659432%
Henderson	0.032253478794181%
Hickory	0.094875835682315%
High Point	0.206428762905859%
Jacksonville	0.095009869783840%
Raleigh	0.566724612722679%
Wilmington	0.119497493968465%
Winston-Salem	0.494459923803644%

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

SIGNATURE PAGE FOR THE STATE OF NORTH CAROLINA

#### THE STATE OF NORTH CAROLINA

By

Name: Joshua H. Stein Title: Attorney General Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

#### SIGNATURE PAGE FOR ALAMANCE COUNTY AND ITS MUNICIPALITIES

County Government

#### ALAMANCE COUNTY

By:

Name:		
Title:		
Date:		

### Municipal Governments with Populations Over 30,000

### CITY OF BURLINGTON

TOWN OF ELON

By:		
	Name:	
	Title:	
	Date:	

### Other Municipal Governments

#### CITY OF GRAHAM

By:	Name:	By:	Name:
	OF MEBANE		
By:	Name: Title: Date:	By:	Name: Title: Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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# SIGNATURE PAGE FOR ALEXANDER COUNTY AND ITS MUNICIPALITIES

# County Government

### ALEXANDER COUNTY

By:

By:

Name:

Title:

Date:

- Name:
- Title: _____ Date:

### Municipal Governments

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR ALLEGHANY COUNTY AND ITS MUNICIPALITIES

County Government

#### ALLEGHANY COUNTY

By:

Name:		
Title:		

# Date:

### Municipal Governments

By:		By:	
	Name:		Nan
	Title:		Title
	Date:		Date

Name:		
Title:		

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

#### SIGNATURE PAGE FOR ANSON COUNTY AND ITS MUNICIPALITIES

#### County Government

### ANSON COUNTY

By:

Name:			
Title:			
Date:			

Municipal Governments

# By: _____ By:

Name:	Name:
Title:	Title:
Date:	Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR ASHE COUNTY AND ITS MUNICIPALITIES

#### County Government

#### ASHE COUNTY

By

By:		
	Name:	
	Title:	
	Date	

Municipal Governments

	By:		
Name:		Name:	
Title:		Title:	
Date:		Date:	

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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# SIGNATURE PAGE FOR AVERY COUNTY AND ITS MUNICIPALITIES

# County Government

### By:

By:

Name:

Title:

Date:

Name: _____ Title: _____ Date:

#### Municipal Governments

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR BEAUFORT COUNTY AND ITS MUNICIPALITIES

County Government

#### BEAUFORT COUNTY

By:

Name: ______ Title: ______ Date: _____

### _____

# Municipal Governments

By:		By:	
	Name:		Name:
	Title:		Title:
	Date:		Date:

Name:	
Title:	

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR BERTIE COUNTY AND ITS MUNICIPALITIES

#### County Government

### BERTIE COUNTY

By:

Name:			
Title:			
Date:			

Municipal Governments

By

# By:

Name:		Name:
Title:		Title:
Date:		Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR BLADEN COUNTY AND ITS MUNICIPALITIES

#### County Government

#### BLADEN COUNTY

By

By:		
	Name:	
	Title:	
	Data	

Municipal Governments

	By:	
Name:		Name:
Title:		Title:
Date:		Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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# SIGNATURE PAGE FOR BRUNSWICK COUNTY AND ITS MUNICIPALITIES

# County Government

### BRUNSWICK COUNTY

By:

Name: ______ Title: ______

### Date:

#### Municipal Governments

### TOWN OF LELAND

By: _____ 1
Name: _____ 1
Title: _____
Date: _____

By:		
 ,	Name:	
	Title:	
	Date:	

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR BUNCOMBE COUNTY AND ITS MUNICIPALITIES

County Government

#### BUNCOMBE COUNTY

By:		
Jy.	N	
	Name:	
	Title:	
	Date:	

- 1	Jaic.	_			

#### Municipal Governments with Populations Over 30,000

### CITY OF ASHEVIILLE

By:		
5	Name:	
	Title:	
	Date:	

# Other Municipal Governments

 By:
 By:
 By:

 Title:
 Name:
 Date:

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR BURKE COUNTY AND ITS MUNICIPALITIES

#### County Government

### BURKE COUNTY

By:

Name:			
Title:			
Date:			

Municipal Governments

### CITY OF MORGANTON

By:		By:	
	Name:		Name:
	Title:		Title:
	Date:		Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR CABARRUS COUNTY AND ITS MUNICIPALITIES

#### County Government

#### CABARRUS COUNTY

/:Name:	
Title:	
Date:	
<u>Municipal C</u> TY OF CONCORD	Governments with Populations Over 30,000 CITY OF KANNAPOLIS
	CITY OF KANNAPOLIS

By:		Бy.	-	
) .	Name:		Name:	
	Title:		Title:	
			Date:	
	Date:		Date:	

#### Other Municipal Governments

### TOWN OF HARRISBURG

By:		By:	
	Name:		Name:
	Title:		Title:
	Date:		Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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# SIGNATURE PAGE FOR CALDWELL COUNTY AND ITS MUNICIPALITIES

# County Government

### CALDWELL COUNTY

By:

Name: ______ Title:

Date:

Municipal Governments with Populations Over 30,000

# CITY OF LENOIR

By	

	_
Name:	
Title:	
riue.	_
Date:	

#### Other Municipal Governments

By:		By:	
	Name:		Name:
	Title:	_	Title:
	Date:	_	Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR CAMDEN COUNTY AND ITS MUNICIPALITIES

County Government

#### CAMDEN COUNTY

Date:			

#### Municipal Governments

By:		1	Bу
	Name:		
	Title:		
	Date:		

Name:		
Title:		
Date:		

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR CARTERET COUNTY AND ITS MUNICIPALITIES

#### County Government

### CARTERET COUNTY

By:

Name:		
Title:		
Date:		

Municipal Governments

Name: _ Title: _ Date:

# By: _____ By:

Name:	
Title:	
Data	

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR CASWELL COUNTY AND ITS MUNICIPALITIES

## County Government

#### CASWELL COUNTY

By:

Name:		
Title:		

Municipal Governments

By:		By:	
	Name:		Name:
	Title:		Title:
	Date:		Date:

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

# SIGNATURE PAGE FOR CATAWBA COUNTY AND ITS MUNICIPALITIES

# County Government

### CATAWBA COUNTY

By:

Name: ______ Title:

Date:

Municipal Governments with Populations Over 30,000

#### CITY OF HICKORY

By:

Name: ______ Title: ______

Date:

Other Municipal Governments

### CITY OF NEWTON

By:		By:	
	Name:		Name:
	Title:		Title:
	Date:		Date:

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR CHATHAM COUNTY AND ITS MUNICIPALITIES

County Government

#### CHATHAM COUNTY

Date:					

#### Municipal Governments

By:		В
	Name:	
	Title:	
	Date:	

Name:		
Title		
Title:		
Date:		

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR CHEROKEE COUNTY AND ITS MUNICIPALITIES

#### County Government

### CHEROKEE COUNTY

By:

By:

Date:

Name:		
Title:		

Municipal Governments

Date:

#### 

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR CHOWAN COUNTY AND ITS MUNICIPALITIES

#### County Government

#### CHOWAN COUNTY

By:

Name:			
Title:			

Municipal Governments

By:		By:		
	Name:		Name:	
	Title:		Title:	
	Date:		Date	

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR CLAY COUNTY AND ITS MUNICIPALITIES

### County Government

### CLAY COUNTY

By:

By:

Name: _____ Title: _____

### Date:

#### Municipal Governments

	By:		
Name:		Name:	
Title:		Title:	
Date:		Date:	

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR CLEVELAND COUNTY AND ITS MUNICIPALITIES

County Government

#### CLEVELAND COUNTY

CITY OF KINGS MOUNTAIN

By

Name:			
	Name:		
	Title:		

Date:

### Municipal Governments

CITY OF SHELBY

:		
	Name:	 Name:
	Title:	 Title:
	Date:	Date:
:	Name:	Name:
	Title: Date:	 Title: Date:

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR COLUMBUS COUNTY AND ITS MUNICIPALITIES

#### County Government

### COLUMBUS COUNTY

By:

Name:		
Title:		

Municipal Governments

By:		By:	
	Name:	_	Name:
	Title:	_	Title:
	Date:	_	Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR CRAVEN COUNTY AND ITS MUNICIPALITIES

#### County Government

#### CRAVEN COUNTY

CITY OF HAVELOCK

Name:	
Title:	
Date:	
Dute.	

#### .

### CITY OF NEW BERN

By:		By:	
	Name:		Name:
	Title:		Title:
	Date:		Date:
By:		By:	
	Name:		Name:
	Title:		Title:
	Date:		Date:

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR CUMBERLAND COUNTY AND ITS MUNICIPALITIES

### County Government

#### CUMBERLAND COUNTY

By:

Name: ______ Title:

Date:

Municipal Governments with Populations Over 30,000

#### CITY OF FAYETTEVILLE

- By:
  - Name: ______ Title: ______ Date: _____

_____

### Other Municipal Governments

### TOWN OF HOPE MILLS TOWN OF SPRING LAKE

By:		 By:	
	Name:		Name:
	Title:		Title:
	Date:		Date:



#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR CURRITUCK COUNTY AND ITS MUNICIPALITIES

### County Government

CURRITUCK COUNTY

By:

Name:				
	Name			
	Title:			-

Date:

By:		By:
	Name:	
	Title:	
	Date:	

3.1		
Name:		
Title:		

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR DARE COUNTY AND ITS MUNICIPALITIES

#### County Government

### DARE COUNTY

By:

Name:			
Title:			
Date:			

Municipal Governments

#### By Bv

Name:	 Name:
Title:	 Title:
Date:	Date

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR DAVIDSON COUNTY AND ITS MUNICIPALITIES

#### County Government

#### DAVIDSON COUNTY

CITY OF LEXINGTON

By

By:		
	Name:	
	Title:	
	Date:	

Municipal Governments

### CITY OF THOMASVILLE

Name:		
Title:		
Date:		

By:		
	Name:	
	Title:	
	Date:	

### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR DAVIE COUNTY AND ITS MUNICIPALITIES

### County Government DAVIE COUNTY

By:

By:

Name: Title: Date:

### Municipal Governments

	By:		
Name:		Name:	
Title:		Title:	
Date:		Date:	

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR DUPLIN COUNTY AND ITS MUNICIPALITIES

County Government

#### DUPLIN COUNTY

By:

Name:		
Title:		

Date:

By:		By:	-	
	Name:		Name:	
	Title:		Title:	
	Date:		Date:	

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR DURHAM COUNTY AND ITS MUNICIPALITIES

#### County Government

### DURHAM COUNTY

By:

Municipal Governments with Populations Over 30,000

### CITY OF DURHAM

Name:		
Title:		
Date:		

By:		By:	
	Name:		Name:
	Title:		Title:
	Date:		Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR EDGECOMBE COUNTY AND ITS MUNICIPALITIES

#### County Government

#### EDGECOMBE COUNTY

By:

By:

Name:	
Title:	
Date:	

_____

### Municipal Governments

### TOWN OF TARBORO

	By:	
Name:	Name:	
Title:	Title:	
Date:	Date:	

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR FORSYTH COUNTY AND ITS MUNICIPALITIES

### County Government

#### FORSYTH COUNTY

- By:
- Name: _____ Title:
- Date:

Municipal Governments with Populations Over 30,000

### CITY OF WINSTON-SALEM

- By:
  - Name: ______ Title: ______

Date:	

### Other Municipal Governments

### VILLAGE OF CLEMMONS TOWN OF KERNERSVILLE

#### 

### TOWN OF LEWISVILLE

#### By: _____ By: _____ Name: _____ Name: _____ Title: _____ Title: _____ Date: ____ Date: _____

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR FRANKLIN COUNTY AND ITS MUNICIPALITIES

### County Government

#### FRANKLIN COUNTY

Date:	

By:		B
	Name:	
	Title:	
	Date:	

Name:		
Title:		
Date:		

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR GASTON COUNTY AND ITS MUNICIPALITIES

#### County Government

### GASTON COUNTY

By:

By:

Name:			
Title:			
Title:			
Date:			

Municipal Governments with Populations Over 30,000

### CITY OF GASTONIA

Na	me:			
Tit	la:			
Da	te:			

### Other Municipal Governments

### CITY OF BELMONT

Y OF BELMONT	CITY OF MOUNT HOLLY
Name: Title: Date:	Name:           Title:
	By:

3y:		By:		
•	Name:	_	Name:	
	Title:		Title:	
	Date:	_	Date:	

## MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR GRAHAM COUNTY AND ITS MUNICIPALITIES

### County Government

#### GRAHAM COUNTY

By:

By:

Name: Title:

#### Date:

#### Municipal Governments

	D	
Name:	By:	Name:
Title:		Title:
Date:		Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR GATES COUNTY AND ITS MUNICIPALITIES

#### County Government

#### GATES COUNTY

By:

Name:		
Title:		

Municipal Governments

				_
By:		By:		_
	Name:		Name:	_
	Title:		Title:	
	Date:		Date:	

### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR GRANVILLE COUNTY AND ITS MUNICIPALITIES

### County Government

#### GRANVILLE COUNTY

By:

Name: Title:			
Title:	Name:		
	Title:		

Date:

	D
	By:
Name:	
Title:	
Date:	

Name:		
Title:		
Titte:		
Date:		

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR GREENE COUNTY AND ITS MUNICIPALITIES

#### County Government

### GREENE COUNTY

By:

Name:			
Title:			
Date:			

Municipal Governments

By:		By:		
	Name:		Name:	
	Title:		Title:	
	Date:		Date:	

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR GUILFORD COUNTY AND ITS MUNICIPALITIES

### County Government

#### GUILFORD COUNTY

Date:		
	Municipal Govern	ments with Populations Over 30,000
TY OF GRE	ENSBORO	CITY OF HIGH POINT

### By: ______

Name:	IName:
Title:	Title:
Date:	Date:

### Other Municipal Governments

#### TOWN OF SUMMERFIELD

By:		By:		
	Name:		Name:	
	Title:		Title:	
	Date:		Date:	

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR HALIFAX COUNTY AND ITS MUNICIPALITIES

### County Government

### HALIFAX COUNTY

Name: Title: Date:

By:

Name:

- Title: _____ Date:
- _____

#### Municipal Governments

### CITY OF ROANOKE RAPIDS

By:

 By:		
	Name:	
	Title:	
	Date:	

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR HARNETT COUNTY AND ITS MUNICIPALITIES

County Government

#### HARNETT COUNTY

By:

Date:

By:		By:	
	Name:		Nai
	Title:		Titl
	Date:		Dat

Name:		
_		
Title:		

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR HAYWOOD COUNTY AND ITS MUNICIPALITIES

#### County Government

### HAYWOOD COUNTY

By:

By:

By:

Name:			
Title:			
Date:			

Municipal Governments

### TOWN OF CANTON

Name: Title:

Date:

Name:

Title:

Date:

Т	TOWN OF WAYNESVILLE				
В	y:				
	Name:				
	Title:				
	Date:				
В	v:				
	Name:				
-	Title:				

Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR HENDERSON COUNTY AND ITS MUNICIPALITIES

#### County Government

#### HENDERSON COUNTY

By:

By:

By:

Name:

Title: Date:

Name:	
Title:	
Date:	

#### Municipal Governments with Populations Over 30,000

### CITY OF HENDERSONVILLE

Name:		
Title:		
Date:		

### Other Municipal Governments

 By:		
 -	Name:	
	Title:	
	Date:	

### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR HERTFORD COUNTY AND ITS MUNICIPALITIES

### County Government

### HERTFORD COUNTY

By:

By:

Da

Name: Title:

#### Date:

#### Municipal Governments

	D		
	 By:		
Name:		Name:	
Title:		Title:	
Date:		Date:	

### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR HOKE COUNTY AND ITS MUNICIPALITIES

County Government

#### HOKE COUNTY

By:

Name:			
T'4	Name:		
	Title:		
	Data		

By:		By:	
	Name:		Name:
	Title:		Title:
	Date:		Date:

Name:		
Title		-
Title:		
Date:		

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

#### SIGNATURE PAGE FOR HYDE COUNTY AND ITS MUNICIPALITIES

#### County Government

### HYDE COUNTY

By:

Municipal Governments

By:		By:		
	Name:		Name:	
	Title:		Title:	
	Date:		Date:	

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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#### SIGNATURE PAGE FOR IREDELL COUNTY AND ITS MUNICIPALITIES

#### County Government

#### IREDELL COUNTY

By:		
	Name:	
	Title:	
	Date:	

#### Municipal Governments with Populations Over 30,000

### TOWN OF MOORESVILLE

By:		
	Name:	
	Title:	
	Date:	

### Other Municipal Governments

#### CITY OF STATESVILLE

By:		By:		
	Name:	. 1	Name:	
	Title:		Title:	
	Date:		Date:	

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR JACKSON COUNTY AND ITS MUNICIPALITIES

### County Government

### JACKSON COUNTY

By:

By:

- Name: _____ Title:
- Date:

#### Municipal Governments

	By:		
Name:		Name:	
Title:		Title:	
Date:		Date:	

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR JOHNSTON COUNTY AND ITS MUNICIPALITIES

### County Government

#### JOHNSTON COUNTY

TOWN OF CLAYTON

By:

Name:		
Title:		

Date:

### Municipal Governments TOWN OF SMITHFIELD

By:		By:	
	Name:		Name:
	Title:		Title:
1	Date:		Date:
y:		By:	
	Name:		Name:
	Title:		Title:
	Date:		Date:

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

#### SIGNATURE PAGE FOR JONES COUNTY AND ITS MUNICIPALITIES

#### County Government

### JONES COUNTY

By:

Name:			
Title:			
Date:			

Municipal Governments

By:		 By:		
	Name:		Name:	
	Title:		Title:	
	Date:		Date:	

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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#### SIGNATURE PAGE FOR LEE COUNTY AND ITS MUNICIPALITIES

#### County Government

#### LEE COUNTY

By:			
	Name:		
	Title:		
	Date:		

#### Municipal Governments with Populations Over 30,000

### CITY OF SANFORD

By:		
	Name:	
	Title:	
	Date:	

### Other Municipal Governments

_		
By:	Name:	

Title: Date:

By:		
	Name:	
	Title:	
	Date:	

### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR LENOIR COUNTY AND ITS MUNICIPALITIES

### County Government

### LENOIR COUNTY

- By:
- Name: Title:

#### Date:

### Municipal Governments

# CITY OF KINSTON Name:

Title: Date:

By:

By:		
	Name:	
	Title:	
	Date:	

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR LINCOLN COUNTY AND ITS MUNICIPALITIES

County Government

#### LINCOLN COUNTY

By:

Name: Title:			
	Name:		
	T:41		

Date:

#### Municipal Governments

#### CITY OF LINCOLNTON

By:	
Name:	
Title:	
Date:	
	Name:

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR MACON COUNTY AND ITS MUNICIPALITIES

#### County Government

### MACON COUNTY

By:

Name:			
Title:			
Date:			

Municipal Governments

Name:

Title:

Date:

## By: _____ By:

Name: ______ Title: _____ Date:

		By:

Name:		
Title:		
Date:		

MADISON COUNTY

Municipal Governments

MEMORANDUM OF AGREEMENT

BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS

ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

executed this Memorandum of Agreement under seal as of the date hereof.

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have

SIGNATURE PAGE FOR MADISON COUNTY AND ITS MUNICIPALITIES

County Government

By:		By:	
	Name:		Name:
	Title:		Title:
	Date:		Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR MARTIN COUNTY AND ITS MUNICIPALITIES

## County Government

### MARTIN COUNTY

By:

By:

Name: ______ Title: ______ Date: _____

### Municipal Governments

	By:	
Name:	2	Name:
Title:		Title:
Date:		Date:

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR MCDOWELL COUNTY AND ITS MUNICIPALITIES

County Government

#### MCDOWELL COUNTY

By

Name:		
Title:		

By:		By:	
5	Name:	-	Name:
	Title:		Title:
	Date:		Date:

Name:		
Title:		

MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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#### SIGNATURE PAGE FOR MECKLENBURG COUNTY AND ITS MUNICIPALITIES

#### County Government

### MECKLENBURG COUNTY

By:

Bv

Name:		
Title:		

### Municipal Governments with Populations Over 30,000

CITY	OF CHARLOTTE	TOWN OF CORNELIUS
By:		By:
	Name:	Name:
	Title:	Title:
	Date:	Date:
точ	N OF HUNTEDSVILLE	TOWN OF MATTHEWS
	'N OF HUNTERSVILLE	TOWN OF MATTHEWS By:
	N OF HUNTERSVILLE	By:
TOW By:		By:

### Other Municipal Governments

TOWN OF DAVIDSON Name

> Title: Date:

By:		
,	Name:	
	Title:	
	Date:	

By:		
	Name:	
	Title:	
	Date:	

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS

ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR MITCHELL COUNTY AND ITS MUNICIPALITIES

### County Government

#### MITCHELL COUNTY

By:

Name:		
Title:		

Municipal Governments

By:		By:		_
Dy.	Name:	-	Name:	_
	Title:		Title:	_
	Date:		Date:	

### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR MONTGOMERY COUNTY AND ITS MUNICIPALITIES

### County Government

#### MONTGOMERY COUNTY

By:

By:

Name:

Title:

Date:

Name: Title:

#### Date:

#### Municipal Governments

By: Name: Title: Date:

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR MOORE COUNTY AND ITS MUNICIPALITIES

County Government

#### MOORE COUNTY

Name:

Title:

Date:

By

By:

#### Municipal Governments

#### VILLAGE OF PINEHURST

том	N OF SOUTHERN PINES
By:	
 2	Name:

By:		Ву	/:
	Name:		Name:
	Title:		Title:
	Date:		Date:

Titl		_			
Dai	е.				
Na	me:				

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

#### SIGNATURE PAGE FOR NASH COUNTY AND ITS MUNICIPALITIES

#### County Government

### NASH COUNTY

By:

By:

Name:		
Title:		

Municipal Governments

	 By:		
Name:		Name:	
Title:		Title:	
Date:		Date:	

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

#### SIGNATURE PAGE FOR NEW HANOVER COUNTY AND ITS MUNICIPALITIES

#### County Government

#### NEW HANOVER COUNTY

By:

By:

Name:	
Title:	
Date:	

#### Municipal Governments with Populations Over 30,000

### CITY OF WILMINGTON

By:		
	Name:	
	Title:	
	Date:	

### Other Municipal Governments


Title: Date:

By:		
	Name:	
	Title:	
	Date:	
	By:	Name: Title:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR NORTHAMPTON COUNTY AND ITS MUNICIPALITIES

### County Government

#### NORTHAMPTON COUNTY

By: Name:

Name:

Title:

Date:

By:

- Title:
- Date:

#### Municipal Governments

By: ______ Name: ______ Title: ______ Date: _____

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR ONSLOW COUNTY AND ITS MUNICIPALITIES

County Government

#### ONSLOW COUNTY

By:		
	Name:	
	Title:	
	Date:	

Date:

#### Municipal Governments with Populations Over 30,000

### CITY OF JACKSONVILLE

By:		
	Name:	
	Title:	
	Date:	

Other Municipal Governments

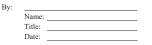
By:		By:	
-	Name:	5	Name:
	Title:		Title:
	Date:		Date:

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR ORANGE COUNTY AND ITS MUNICIPALITIES

#### County Government

### ORANGE COUNTY



Municipal Governments with Populations Over 30,000

### TOWN OF CHAPEL HILL

By:		
	Name:	
	Title:	
	Date:	

Other Municipal Governments

#### TOWN OF CARRBORO

By:		By:	
	Name:		Name:
	Title:	_	Title:
	Date:		Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR PAMLICO COUNTY AND ITS MUNICIPALITIES

#### County Government

#### PAMLICO COUNTY

By:

2.1		
Name:		
Title:		
Tittle:		

Municipal Governments

By:		By:	
	Name:		Name:
	Title:		Title:
	Date:		Date:

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR PASQUOTANK COUNTY AND ITS MUNICIPALITIES

### County Government

#### PASQUOTANK COUNTY

By:

Name: _____ Title:

#### Date:

#### Municipal Governments

### CITY OF ELIZABETH CITY

Name: _____ Title: ____ Date: ____

By:

D		
 By:		
	Name:	
	Title:	
	Date:	

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR PENDER COUNTY AND ITS MUNICIPALITIES

County Government

#### PENDER COUNTY

By:

Name: ______ Title: _____

Date:

By:		By:	_
	Name:		Ν
	Title:		Т
	Date:		D

Name:		
_		
Title:		

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR PERQUIMANS COUNTY AND ITS MUNICIPALITIES

#### County Government

### PERQUIMANS COUNTY

Name: ______ Title: _____ Date: _____

Municipal Governments

# By: By:

Name:	Name
Title:	Title:
Date:	Date:

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR PERSON COUNTY AND ITS MUNICIPALITIES

### County Government

#### PERSON COUNTY

By:

Name:		
Title:		

Municipal Governments

By:		By:		
	Name:		Name:	
	Title:		Title:	
	Date:		Date:	

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR PITT COUNTY AND ITS MUNICIPALITIES

### County Government

### PITT COUNTY

- By:
  - Name: ______ Title: _____
  - Date:

Municipal Governments with Populations Over 30,000

### CITY OF GREENVILLE

By:

Name: _____ Title: _____ Date: _____

### Other Municipal Governments

By:		By:	
	Name:	_	Name:
	Title:	_	Title:
	Date:	_	Date:

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR POLK COUNTY AND ITS MUNICIPALITIES

County Government

#### POLK COUNTY

By:

Name:		
Title:		

Date:

By:		By
	Name:	
	Title:	
	Date:	

Name:	
Title:	

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR RANDOLPH COUNTY AND ITS MUNICIPALITIES

#### County Government

### RANDOLPH COUNTY

By:

By:

By:

Name:		
Title:		

Municipal Governments

### CITY OF ARCHDALE

Name: Title: Date:

Name: Title:

Date:

CHDALE	CITY OF ASHEBORO			
	By:			
		Name:		
		Title:		
		Date:		
	By:			
		Name:		
		Title:		

Date:

CITY OF A SHEDODO

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS

ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR RICHMOND COUNTY AND ITS MUNICIPALITIES

#### County Government

#### RICHMOND COUNTY

By:

Name:		
Title:		

Municipal Governments

				_
By:		By:		_
	Name:		Name:	_
	Title:		Title:	
	Date:		Date:	

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR ROBESON COUNTY AND ITS MUNICIPALITIES

### County Government

#### ROBESON COUNTY

- By:
- Name: ______ Title:
- Date:

#### Municipal Governments

### CITY OF LUMBERTON

By:		By:
	Name:	N
	Title:	Ti
	Date:	D

 By:		
	Name:	
	Title:	
	Date:	

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR ROCKINGHAM COUNTY AND ITS MUNICIPALITIES

### County Government

#### ROCKINGHAM COUNTY

By:

CITY OF EDEN

Name:		
Title:		

## CITY OF REIDSVILLE

Name:	Name:
Title:	Title:
Date:	Date:
. <u>.</u>	
Name:	 Name:
Title:	 Title:
Date:	Date:

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR ROWAN COUNTY AND ITS MUNICIPALITIES

#### County Government

### ROWAN COUNTY

By:

Name:		
Title:		
Titte:		

Municipal Governments with Populations Over 30,000

### CITY OF SALISBURY

Name:		
and 4		
Title:		
Date:		

By:		By:	
	Name:		Name:
	Title:		Title:
	Date:		Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR RUTHERFORD COUNTY AND ITS MUNICIPALITIES

#### County Government

#### RUTHERFORD COUNTY

By:

Name:			
Title:			
Date:			

Municipal Governments

D		D	
By:		By:	
	Name:		Name:
	Title:		Title:
	Date:		Date

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR SAMPSON COUNTY AND ITS MUNICIPALITIES

### County Government

### SAMPSON COUNTY

By:

By:

Name: ______ Title: _____

### Date:

#### Municipal Governments

	By:		
Name:		Name:	
Title:		Title:	
Date:		Date:	

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR SCOTLAND COUNTY AND ITS MUNICIPALITIES

County Government

#### SCOTLAND COUNTY

<i>/</i> :		
	Name:	
	Title:	
	Date:	

Date:	-				

#### Municipal Governments with Populations Over 30,000

### CITY OF LAURINBURG

By:		
	Name:	
	Title:	
	Date:	

### Other Municipal Governments

Bv:		Bv:	
, ,	Name:	-	Name:
	Title:		Title:
	Date:		Date:

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR STANLY COUNTY AND ITS MUNICIPALITIES

#### County Government

### STANLY COUNTY

By:

Name:		
Title:		
Date:		

Municipal Governments

### CITY OF ALBEMARLE

By:		By:	
	Name:		Name:
	Title:		Title:
	Date:		Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR STOKES COUNTY AND ITS MUNICIPALITIES

#### County Government

#### STOKES COUNTY

By:

Name:		
Title:		

Municipal Governments

By:		By:	
	Name:		Name:
	Title:		Title:
	Date:		Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR SURRY COUNTY AND ITS MUNICIPALITIES

### County Government

### SURRY COUNTY

- By:
  - Name: _____ Title:

#### Date:

#### Municipal Governments

#### CITY OF MOUNT AIRY

Name: Title: Date:

By:

_				
By:				
	Name:			
	Title:			
	Date:			
	By:	Name: Title:	Name: Title:	Name: Title:

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR SWAIN COUNTY AND ITS MUNICIPALITIES

### County Government

#### SWAIN COUNTY

By:

Name:		
Title:		

# Date:

By:		By:
-	Name:	 N
	Title:	 Т
	Date:	Ι

Name:		
_		
Title:		

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR TRANSYLVANIA COUNTY AND ITS MUNICIPALITIES

County Government

#### TRANSVLVANIA COUNTY

#### Name: Title: Date:

Municipal Governments

#### By: By:

Name:		Name:
Title:	_	Title:
Date:		Date:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR TYRRELL COUNTY AND ITS MUNICIPALITIES

### County Government

#### TYRRELL COUNTY

By:

Name:		
Title:		

Municipal Governments

By:		By:		
-	Name:	2	Name:	
	Title:		Title:	
	Date:		Date:	

### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR UNION COUNTY AND ITS MUNICIPALITIES

### County Government

### UNION COUNTY

By: Name:

> Name: Title: Date:

Title: Date:

#### Municipal Governments with Populations Over 30,000

#### TOWN OF INDIAN TRAIL

CITY OF MONROE

By:		
	Name:	
	Title:	
	Date:	

#### Other Municipal Governments

#### TOWN OF STALLINGS TOWN OF WAXHAW

By:

Name: Title: Date:

By:

 By:		
	Name:	
	Title:	
	Date:	

### TOWN OF WEDDINGTON

By:		By:		
	Name:		Name:	
	Title:		Title:	
	Date:		Date:	

### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR VANCE COUNTY AND ITS MUNICIPALITIES

County Government

#### VANCE COUNTY

By: Name: Title:

Date:			

#### Municipal Governments

#### CITY OF HENDERSON

By:		
	Name:	
	Title:	
	Date:	

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

#### SIGNATURE PAGES FOR WAKE COUNTY AND ITS MUNICIPALITIES

#### County Government

#### WAKE COUNTY

Date:

Name: Title: Date:

Name:

Title:

Date:

TOWN OF FUOUAY-VARINA

By:

By:

Name:			
Title:			
Date:			

Municipal Governments with Populations Over 30,000

том	N OF APEX	TOW	N OF CARY
By:		By:	
	Name:		Name:
	Title:		Title:

Date: TOWN OF GARNER

	By:	
SPRINGS	Date:	

TOWN OF HOLLY S By:

#### By Name: Title: Date:

(continued on next page)

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR WARREN COUNTY AND ITS MUNICIPALITIES

### County Government

#### WARREN COUNTY

Name:

Title:

Date:

By:

By:

- Name: Title:
- Date:

#### Municipal Governments

By Name: Title: Date:

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

#### SIGNATURE PAGES FOR WAKE COUNTY AND ITS MUNICIPALITIES

(continued from previous page)

#### TOWN OF WAKE FOREST

#### By: Name.

#### Title: Date:

#### Other Municipal Governments

TOWN OF MORRISVILLE

Date:

#### TOWN OF KNIGHTDALE

Date:

By:		By:		
	Name:		Name:	
	Title:		Title:	
	Date:		Date:	
By:		By:		
	Name:		Name:	
	Title:		Title:	

### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR WASHINGTON COUNTY AND ITS MUNICIPALITIES

### County Government

WASHINGTON COUNTY

By:

Name:		
Title:		

Date:	

By:		By:	
	Name:		Nam
	Title:		Title:
	Date:		Date:

Name:		
Title:		

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR WATAUGA COUNTY AND ITS MUNICIPALITIES

#### County Government

### WATAUGA COUNTY

By:

Name:	
Title:	
Date:	

Municipal Governments

### TOWN OF BOONE

By:		By:		
	Name:		Name:	
	Title:		Title:	
	Date:		Date:	

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR WAYNE COUNTY AND ITS MUNICIPALITIES

#### County Government

#### WAYNE COUNTY

Ву

Name:		
Title:		

#### Municipal Governments with Populations Over 30,000

### CITY OF GOLDSBORO

By:		
	Name:	
	Title:	
	Date:	

### Other Municipal Governments

By:		
-	Name:	

Title: Date:

By:		
	Name:	
	Title:	
	Date:	
	By:	Name: Title:

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR WILKES COUNTY AND ITS MUNICIPALITIES

### County Government

### WILKES COUNTY

By:

By:

Name: ______ Title: _____

### Date:

#### Municipal Governments

	By:		
Name:		Name:	
Title:		Title:	
Date:		Date:	

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR WILSON COUNTY AND ITS MUNICIPALITIES

County Government

#### WILSON COUNTY

By:		
	Name:	
	Title:	
	Date:	

# Municipal Governments with Populations Over 30,000

## CITY OF WILSON

By:		
5	Name:	
	Title:	
	Date	

Date:

### Other Municipal Governments

By:		By:		
	Name:	-).	Name:	
	Title:		Title:	
	Date:		Date:	

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

### SIGNATURE PAGE FOR YADKIN COUNTY AND ITS MUNICIPALITIES

### County Government

### YADKIN COUNTY

By:

By:

Name:			
Title:			
Date:			

Municipal Governments

#### 

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### SIGNATURE PAGE FOR YANCEY COUNTY AND ITS MUNICIPALITIES

### County Government

### YANCEY COUNTY

By:

_

Name:			
Title:	-		

By:		Bv:	
By.	Name:	By.	Name:
	Title:		Title:
	Date:		Date:



# **County Manager**

# **Board Action**

# File #: 21-223

Commissioners Hovis & Worley - County Manager - Resolution in Recognition of June 19th as "Juneteenth" in Gaston County

# **STAFF CONTACT**

Pearl Burris Floyd - Diversity Equity and Inclusion Officer - County Manager's Office

# BACKGROUND

N/A

# POLICY IMPACT

N/A

# **ATTACHMENTS**

Resolution



# RESOLUTION TITLE: RESOLUTION IN RECOGNITION OF JUNE 19TH AS "JUNETEENTH" IN GASTON COUNTY

- WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and,
- WHEREAS, word about the signing of the Emancipation Proclamation was delayed some two and one half years, to June 19, 1865, in reaching authorities and African-Americans in the Southern United States; and,
- WHEREAS, the celebration of the end of slavery, which became known as Juneteenth, is the oldest known public celebration of the end of slavery in the United States and has been celebrated by the African-American community for over 150 years; and,
- WHEREAS, Juneteenth commemorates African American freedom and celebrates the successes gained through education and greater success and reminds each of us of the precious promises of freedom, equality, and opportunity which are at the core of the American Dream; and,
- WHEREAS, The first Juneteenth celebration was a time for reassurance, prayer, and the gathering of family members and neighbors and today is a time of remembrance and celebration within communities throughout the country that promotes and cultivates knowledge and appreciation of African American history and culture, while encouraging continuous self-development and respect for all people and cultures; and,
- WHEREAS, Gaston County is proud to celebrate this historic day for the first time and is excited to join the Third Annual Juneteenth celebration along with the City of Gastonia, Hope Youth Network and our Diversity, Equity and Inclusion Office at the Rotary Pavilion on Saturday, June 19, 2021 from Noon 5:00 pm.
- NOW, THEREFORE, BE IT RESOLVED that the Gaston County Board of Commissioners on behalf of all of Gaston County, do hereby declare June 19, 2021 as Juneteenth in Gaston County, North Carolina and urge all citizens to join in celebrating this day of significance in the history and heritage of our nation and county.

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows: