

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1

Minutes of Regular Meeting held March 9, 2023

The Bonneville County Fire Protection District No. 1 (“Fire District”) held its regular monthly meeting of Commissioners on Thursday the 9th day of March, 2023 at the offices of Nelson Hall Parry Tucker, PLLC, at 490 Memorial Drive, Suite 200, Idaho Falls, Idaho 83402 convening at 12:00 p.m. The meeting was broadcast via Zoom with the following Meeting ID No. 863 1776 5963, and Passcode 2023Fire.

The following were present:

Commissioners David H. Long, Ralph Isom, Derik Nielsen, Dana Kirkham and Tyler Gebs were present. The following were also present: Attorney Doug Nelson, Attorney Abigail French, Accountant Terri Gazdik, District Operations Officer Dick Fowler (via Zoom), Ammon Area Fire Chief Stacy Hyde, City of Idaho Falls Fire Chief Duane Nelson, BCFD (via Zoom), Ron Anderson, Markus Hyde, Jon Molbert, and Kim Gebs (via Zoom).

Notice of the time, place and purpose was posted at premises of 490 Memorial Drive, Idaho Falls, Idaho, as well as the Fire District website. A copy of the notice and agenda is attached to these minutes.

It was declared that a Quorum of Commissioners were present and due notice of the meeting had been posted in accordance with law.

DISCUSSION AND ACTIONS

1. **Call to Order**. The meeting was called to order at 12:06 p.m. by Ralph Isom.
2. **Approval of Minutes**. Minutes of the regular meeting of Commissioners held on February 9, 2023 were reviewed and following a motion by Derik Nielsen and seconded by Dana Kirkham, the same were unanimously approved.
3. **Monthly Financial Report and Bill Authorization**. The summary of accounts payable dated March 9, 2023, prepared and submitted by Accountant Terri Gazdik, was reviewed, with a total expenditure of \$34,443.56. Ms. Gazdik reviewed the expenditures and reported on related items. Specifically, Ms. Gazdik discussed the fact that CDs were maturing and that she had not yet received paperwork from ICCU yet. Ms. Gazdik also discussed the Mountain America CD and Westmark CD. In response, Ralph Isom stated that he would take care of the CDs. Discussion was had between Ralph Isom, Derik Nielsen, and Ms. Gazdik regarding the Stifel account as well as the Citizen’s Community Bank CD. Derik Nielsen stated that the Citizen’s Community Bank CD was maturing at the end of April and that a new CD would earn a higher rate. Ms. Gazdik advised that at this period, with interest rates rising, a short-term period would be preferable to a long-term period. Discussion was also had on the increasing ICRMP premium and the impact that would have on the budget. Following discussion and upon motion by Tyler Gebs and seconded by Derik Nielsen, and unanimously accepted, the report was approved for a total expenditure of \$34,443.56.

4. **Discussion and Reports.** The following items were reviewed and discussed or actions were taken:
- a. District Operations Officer Dick Fowler reported on the following items:
- Mr. Fowler reported that it had been a quiet month overall. Mr. Fowler reported on the progress on securing specifications for the new truck. Mr. Fowler stated that he had reached out to get input on the specifications and had received some suggestions. Mr. Fowler reported that he expected to have the specifications finalized within the next couple of months.
 - In response, Tyler Gebbs suggested that a committee be created to discuss and determine specifications/modifications for firetrucks. Discussion was had on the Tyler Gebbs' suggestion and the possibility of creating a policy on the matter.
 - Mr. Fowler reported that a battery-operated thermostat went out at one of the buildings, causing the heat to turn off. Mr. Fowler explained that a plumber had gone out and repaired the issue and that the water at the building was back on.
 - Mr. Fowler reported that he had not started the process of going to bid on the new, proposed station because the land that the proposed station is to be built on, needs to be built up.
 - In response, Tyler Gebbs questioned whether the new, proposed station would be staffed. Discussion was had on the need for strategic plans and in such a plan, considering station needs as a whole as well as the contract with the City of Idaho Falls. Dana Kirkham suggested that a meeting, outside of the regularly scheduled meeting take place to discuss a strategic plan. It was determined that a strategic planning work session would take place on April 7, 2023, at 1:30 p.m. at the Ammon Training Center.
 - Mr. Fowler reported on the Opioid Settlement Agreement that the State of Idaho had entered into with Walmart, CVS, Walgreens, Teva, and Allergan. Mr. Fowler reported that while the State of Idaho wanted support from the fire districts, Mr. Fowler had received an email from Todd Belnap with the Idaho State Fire Commissioners' Association which asked that fire districts hold tight and wait to execute the agreements. Chief Duane Nelson reported that the City of Idaho Falls had already signed off on the participation forms due to the fact that there were a lot of stipulations and restrictions as to what the monies could be used for. Mr. Fowler suggested that the District wait on executing the participation forms until there was more information from the Idaho State Fire Commissioners' Association, and that depending on the information he received, it might be necessary to call a special meeting in March, given the March 31, 2023 deadline for returning the forms.
- b. Chief Duane Nelson reported that the City of Idaho Falls had a total of 93 calls, with 1/3 of which being fire related. Chief Nelson reported there had been 1 passenger vehicle fire and 1 structure fire. Chief Nelson reported on the work taking place at the southern station and that the City of Idaho Falls was working on pavement work. Chief Nelson reported that the new graduates were expected to move into the station on the 26th of March. Chief Nelson also reported that the City of Idaho Falls had received some 'Rescue Randy' manikins that were to be donated to the Ammon division.

- c. Chief Stacy Hyde reported that there had been a total of 28 calls, with 1 of which being a structure fire caused by an individual placing a space heater in a hot tub. Chief Hyde reported that said fire resulted in a \$17,000.00 loss. Chief Hyde reported a total of 5 public education events, for a total of 11-man hours. Chief Hyde reported that they the Ammon Division had received monies from the Heroes Defense 9/11 Tribute Banquet and that the monies received would go towards battery extraction tools.
- d. Attorney Doug Nelson reported that Christina Trinchera with the Chaplains of Idaho had been able to secure a CHC grant as well as an office space at 351 West 14th Street, Idaho Falls, ID 83401.
- e. Tyler Gebs inquired as to whether there were still islands in the county and whether the City of Idaho Falls was still handling the islands. Discussion was had on the matter and the fact that Attorney Doug Nelson and City Attorney Michael Kirkham had previously discussed the matter and determined that it would be prudent to review the issue when a new contact was entered into. Discussion was had on the need for Chief Hyde and Chief Nelson to sit down together and determine how to deal with the islands.
- f. Derik Nielsen reminded everyone that an Easter Egg Hunt would be taking place on April 8, 2023 and that the Ammon Division firefighters could use help stuffing eggs on Wednesday, April 5, 2023.

5. **Public Comment.** No public comments were made.

6. **Adjournment.** There being no further business to come before the Board of Commissioners at the meeting a motion was made to adjourn by Derik Nielsen and seconded by Dana Kirkham with unanimous approval at 1:14 p.m.


Approved the 13th day of April, 2023.



Approved by Board Chairman

ATTEST:

The undersigned, as Secretary of the Bonneville County Fire Protection District No. 1, hereby attests that the foregoing minutes were approved by a proper vote of the Board of Commissioners of the Fire Protection District on the 13th day of April, 2023.



David H. Long, Secretary

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1

NOTICE AND AGENDA FOR MONTHLY MEETING

March 9, 2023

NOTE: This meeting will be conducted in person and by Zoom. Those joining by Zoom may connect with the following Meeting ID: 863 1776 5936 and Passcode: 2023Fire. For those attending in person the number of persons permitted to attend may be limited for health safety reasons. Priority for personal attendance shall be given to the five serving Fire District commissioners and other officers of the District.

Notice is hereby given that the Bonneville County Fire Protection District No. 1 ("Fire District") will hold its regularly scheduled monthly meeting on Thursday, March 9, 2023, at the hour of 12:00 o'clock p.m. to be held in the conference room at Nelson Hall Parry Tucker, PLLC., located at 490 Memorial Drive, Suite 200, Idaho Falls, Idaho 83402 and by Zoom, as above mentioned. The Commissioners of the Fire District will take up the following agenda during the meeting:

1. Call to Order and Roll Call by Chairman Ralph Isom
2. Review and approval of minutes for the regular meeting held February 9, 2023
Action: Approve minutes of regular meeting held 02/09/2023
3. Review and action on March 2023 monthly bills and financial statement for preceding month. (Terri Gazdik).
Action: Approve monthly bills and financial report
4. Discussion and Reports from District Operations Officer, Fire Chiefs and legal counsel, including:
 - a. Richard Fowler, Operations Officer:
 - (1) Operations report.
 - (2) Discussion regarding progress on securing specifications for new Class A pumper.
 - (3) Discussion regarding Opioid Settlement Agreement with Walmart, CVS, Walgreens, Teva, and Allergan.
Possible Action: Approve execution of settlement participation forms for the Opioid Settlement Agreement with Walmart, CVS, Walgreens, Teva, and Allergan.
 - b. Chief Duane Nelson, report regarding Idaho Falls Fire Department activity and needs.
 - c. Chief Stacy Hyde, report regarding Ammon Area fire responses activity and needs.
5. Patron and community comments (limited to 5 minutes each)
6. **Summary of Action Items:**
 - (a) **Approval of February 9, 2023 meeting minutes.**
 - (b) **Approval of monthly bills and financial report.**
 - (c) **Possible approval to execute the settlement participation forms for the Opioid Settlement Agreement with Walmart, CVS, Walgreens, Teva, and Allergan.**
7. Recess/Adjournment

Bonneville County Fire Protection District No. 1, Derik M. Nielsen, Dana Kirkham, David H. Long, Ralph Isom, and Tyler Gebbs, Commissioners.


Bonneville County Fire Protection District #1
Summary of Accounts Payable
March 9, 2023

| Vendor | Purchase | Invoice Date | Due Date | Invoice Amount | Net Amt Due |
|-----------------------------|--------------------------|--------------|--------------|------------------|------------------|
| Nelson Hall Parry Tucker PA | Inv 3/7/23 | 03/07/23 | Upon receipt | 4,907.00 | 4,907.00 |
| Cooper Norman | Inv 110888 | 02/28/23 | Upon receipt | 4,293.00 | 4,293.00 |
| Century Link | 208-524-9124 | 02/10/23 | pd online | 35.02 | 35.02 |
| | 208-525-4800 | 02/28/23 | pd online | 23.89 | 23.89 |
| Rocky Mountain Power | S 55th, S 45th | 02/24/23 | pd online | 174.82 | 174.82 |
| | 2137 S Ammon | 02/08/23 | pd online | 94.21 | 94.21 |
| | Fire station | 02/08/23 | pd online | 600.03 | 600.03 |
| Intermountain Gas | S 55th W | 03/02/23 | pd online | 993.18 | 993.18 |
| | S 45th W | 03/06/23 | pd online | 337.51 | 337.51 |
| | 2137 S Ammon | 03/03/23 | pd online | 941.06 | 941.06 |
| | 3575 Brookfield Lane | 03/03/23 | pd online | 177.75 | 177.75 |
| Cardmember Services | Ammon | 02/05/23 | Upon receipt | 4,576.46 | 4,576.46 |
| | BCFD | 02/24/23 | Upon receipt | 179.00 | 179.00 |
| ALSCO | LBLA2364324, LBLA2368324 | 2/13, 2/27 | Upon receipt | 218.84 | 218.84 |
| City of Ammon | Feb 2137 S Ammon | 02/24/23 | Upon receipt | 130.80 | 130.80 |
| | Feb 3575 Brookfield | 02/24/23 | Upon receipt | 112.14 | 112.14 |
| Colson Signs | Inv 4740 | 03/07/23 | Upon receipt | 298.00 | 298.00 |
| D & L Cleaners | Inv 3-1-23 | 03/01/23 | Upon receipt | 36.40 | 36.40 |
| ICRMP | 22-23 1/2 down | 03/01/23 | Upon receipt | 9,646.50 | 9,646.50 |
| LN Curtis | Inv 671189 less credits | 01/30/23 | Upon receipt | 4,461.19 | 4,461.19 |
| Monte's Lock & Key | Inv 18661 | 01/09/23 | Upon receipt | 85.00 | 85.00 |
| O'Reilly | Inv 3832-455304 | 02/21/23 | Upon receipt | 152.99 | 152.99 |
| | Inv 3832-458838 | 03/08/23 | Upon receipt | 33.42 | 33.42 |
| Teton Communication | Inv 23128 | 02/13/23 | Upon receipt | 832.00 | 832.00 |
| Wex Fuel | Feb billing | 02/28/23 | Upon receipt | 1,103.35 | 1,103.35 |
| Total | | | | 34,443.56 | 34,443.56 |

| Financial Institution | Amount | Current Interest Rate |
|---------------------------------------|-------------------|-----------------------|
| Idaho Central Credit Union | matures 1/13/2023 | 277,584.64 0.30% |
| East Idaho Credit Union | matures 9/3/2023 | 252,062.49 2.00% |
| East Idaho Credit Union checking | | 5.00 |
| Mountain America Federal Credit Union | matures 3/19/23 | 299,017.59 0.30% |
| Westmark | matures 7/2/2023 | 279,967.46 0.45% |
| Citizens Community Bank/Glacier | matures 4/24/2023 | 273,884.78 0.40% |
| Lookout CU | matures 10/22/23 | 265,708.48 0.25% |
| Bank of Commerce CD #6216 | matures 6/11/2023 | 285,705.99 0.20% |
| Connections CU CD | matures 6/1/2024 | 273,210.32 3.35% |
| DL Evans | matures 3/27/2024 | 263,858.04 3.05% |
| LGIP | | 5,020,864.03 4.3133% |
| Connections savings | | 31.37 |
| Idaho Central Credit Union Savings | | 25.00 |
| Mountain America Federal Credit Union | | 5.00 |
| Westmark Savings | | 25.28 |
| Lookout Credit Union savings | | 25.70 |
| Lookout Credit Union savings | | 25.00 |
| Bank of Commerce savings | | 50,026.37 0.67% |
| Bank of Commerce | | 73,736.24 |
| Bank of Commerce MM | | 5,295.51 0.25% |
| TOTAL | | 7,621,064.29 |

| Fiscal year | 2022/2023 |
|------------------------------|---------------------|
| City of Idaho Falls payments | |
| Due | |
| October | x 420,268.00 |
| January | x 420,268.00 |
| April | 420,268.00 |
| July | 420,268.00 |
| Total | 1,681,072.00 |

Authorization to pay bills



BONNEVILLE COUNTY FIRE PROTECTION DISTRICT #1

Profit & Loss Budget vs. Actual

October 2022 through February 2023

03/09/23

Accrual Basis

| | Oct '22 - Feb 23 | Budget | \$ Over Budget | % of Budget |
|--|---------------------|---------------------|--------------------|---------------|
| Income | | | | |
| 400.00 · Tax Revenues | 2,501,613.85 | 2,269,419.62 | 232,194.23 | 110.2% |
| 4040.00 · Gain/loss on investments | 25,000.00 | 0.00 | 25,000.00 | 100.0% |
| 410.00 · Interest Income | 43,143.63 | 5,208.31 | 37,935.32 | 828.4% |
| 420.00 · Miscellaneous Income | 13,282.05 | 10,125.00 | 3,157.05 | 131.2% |
| 440.00 · Grant Proceeds | 0.00 | 400,000.00 | -400,000.00 | 0.0% |
| Total Income | 2,583,039.53 | 2,684,752.93 | -101,713.40 | 96.2% |
| Expense | | | | |
| 500.00 · Advertising | | | | |
| 501.02 · Public Relations - Ammon | 1,507.50 | 0.00 | 1,507.50 | 100.0% |
| 502.02 · Fire Prevention - Ammon | -1,495.00 | 0.00 | -1,495.00 | 100.0% |
| 500.00 · Advertising - Other | 0.00 | 2,083.31 | -2,083.31 | 0.0% |
| Total 500.00 · Advertising | 12.50 | 2,083.31 | -2,070.81 | 0.6% |
| 505.00 · Auto - Fuel & Oil | 5,974.91 | 10,415.00 | -4,440.09 | 57.4% |
| 520.00 · Capital Outlay | 229,865.41 | 27,083.38 | 202,782.03 | 848.7% |
| 535.00 · Dues & Subscriptions | 3,154.20 | 2,083.35 | 1,070.85 | 151.4% |
| 542.00 · Equipment Rent | 1,872.00 | 0.00 | 1,872.00 | 100.0% |
| 550.00 · Ins - Fire, Auto & Liab. | 0.00 | 12,500.00 | -12,500.00 | 0.0% |
| 568.00 · Audit Fees | 0.00 | 4,166.69 | -4,166.69 | 0.0% |
| 569.00 · Accounting Costs | 27,050.80 | 18,750.00 | 8,300.80 | 144.3% |
| 570.00 · Legal Costs | 24,598.90 | 26,250.00 | -1,651.10 | 93.7% |
| 574.00 · Contract Services-Machine Hire | 0.00 | 625.00 | -625.00 | 0.0% |
| 575.00 · Building Maintenance/Operation | 14,984.80 | 12,916.69 | 2,068.11 | 116.0% |
| 580.00 · Miscellaneous | 77.96 | 0.00 | 77.96 | 100.0% |
| 581.02 · Clothing & Uniforms - Ammon | 2,162.62 | 0.00 | 2,162.62 | 100.0% |
| 582.02 · Personal Protective Equip-Ammon | 2,011.22 | 0.00 | 2,011.22 | 100.0% |
| 583.02 · Postage - Ammon | 30.52 | 0.00 | 30.52 | 100.0% |
| 584.02 · Health & Safety - Ammon | 1,399.20 | 0.00 | 1,399.20 | 100.0% |
| 585.00 · Office Supplies/Expense | 328.78 | 0.00 | 328.78 | 100.0% |
| 586.00 · Training & Certification | -205.00 | 2,083.35 | -2,288.35 | -9.8% |
| 615.00 · Repairs & Maint - Equipment | 1,626.14 | 21,250.00 | -19,623.86 | 7.7% |
| 616.00 · Vehicle Repair & Maintenance | | | | |
| 616-1.1 · Truck # | 606.02 | 0.00 | 606.02 | 100.0% |
| 616.2.1 · Truck # E1 Engine | 2,986.48 | 0.00 | 2,986.48 | 100.0% |
| 616.2.2 · Truck # E2 Engine | 19.84 | 0.00 | 19.84 | 100.0% |
| 616.2.3 · Truck # E3 Engine | 36.02 | 0.00 | 36.02 | 100.0% |
| 616.3.3 · Truck # WT3 Water Tender | 9,507.24 | 0.00 | 9,507.24 | 100.0% |
| 616.00 · Vehicle Repair & Maintenance - Other | 2,645.82 | 0.00 | 2,645.82 | 100.0% |
| Total 616.00 · Vehicle Repair & Maintenance | 15,801.42 | 0.00 | 15,801.42 | 100.0% |
| 625.00 · Supplies | 12,457.34 | 27,083.35 | -14,626.01 | 46.0% |
| 630.00 · Taxes & Licenses | 304.42 | 0.00 | 304.42 | 100.0% |
| 640.00 · Utilities | 6,501.68 | 10,833.35 | -4,331.67 | 60.0% |
| 644 · Payroll, Benefits, & Taxes | | | | |
| 645.00 · Wages & Salaries | | | | |
| 645.01 · Salaries - BCFD | 38,145.15 | 31,666.69 | 6,478.46 | 120.5% |
| 645.02 · Salaries - Ammon | 394,354.23 | 613,850.00 | -219,495.77 | 64.2% |
| 645.00 · Wages & Salaries - Other | 450.00 | 0.00 | 450.00 | 100.0% |
| Total 645.00 · Wages & Salaries | 432,949.38 | 645,516.69 | -212,567.31 | 67.1% |
| 647.00 · Employee Benefits | | | | |
| 648.00 · Insurances - Employee | 59,143.03 | 0.00 | 59,143.03 | 100.0% |
| 648.11 · HSA | 22,183.17 | 0.00 | 22,183.17 | 100.0% |
| 648.12 · PERSI | 47,575.27 | 0.00 | 47,575.27 | 100.0% |
| 648.13 · HRA | 5,816.00 | 0.00 | 5,816.00 | 100.0% |
| 648.14 · Phone Reim | 305.25 | 0.00 | 305.25 | 100.0% |
| 647.00 · Employee Benefits - Other | 225.00 | 0.00 | 225.00 | 100.0% |
| Total 647.00 · Employee Benefits | 135,247.72 | 0.00 | 135,247.72 | 100.0% |
| 650.00 · Wages - Tax Employer | 34,851.96 | 0.00 | 34,851.96 | 100.0% |
| Total 644 · Payroll, Benefits, & Taxes | 603,049.06 | 645,516.69 | -42,467.63 | 93.4% |

10:16 AM

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT #1

03/09/23

Profit & Loss Budget vs. Actual

Accrual Basis

October 2022 through February 2023

| | <u>Oct '22 - Feb 23</u> | <u>Budget</u> | <u>\$ Over Budget</u> | <u>% of Budget</u> |
|---|-------------------------|---------------------|-----------------------|--------------------|
| 655.00 · Workmens Compensation | 0.00 | 8,333.35 | -8,333.35 | 0.0% |
| 660.00 · IT | 8,074.43 | 12,500.00 | -4,425.57 | 64.6% |
| 675.00 · Fire Dept Grant Expend | 0.00 | 400,000.00 | -400,000.00 | 0.0% |
| 700.00 · Payments - City of Idaho Falls | 840,536.00 | 840,536.00 | 0.00 | 100.0% |
| Total Expense | 1,801,669.31 | 2,085,009.51 | -283,340.20 | 86.4% |
| Net Income | 781,370.22 | 599,743.42 | 181,626.80 | 130.3% |



STATE OF IDAHO

OFFICE OF THE ATTORNEY GENERAL

LAWRENCE G. WASDEN

December 21, 2022

Board of County Commissioners:

Governor Little and I recently announced the State of Idaho's agreement to participate in nationwide opioid settlements with three chain pharmacies, Walmart, CVS, and Walgreens, and with two opioid manufacturers, Teva Pharmaceutical Industries and Allergan. These settlements total over \$17 billion dollars and include up to \$90 million dollars for Idaho and its counties and cities who agree to participate.

I am writing to ask you to join us in participating in these historic settlement agreements. I believe that these are fair settlements that will provide the State and local governments much-needed funds to fight the opioid crisis. The citizens of the State will receive the maximum benefits from these agreements if the State and local governments work together and all participate.

Attached is information about the settlement agreements and a Settlement Participation Form for each settlement. Executed forms are due by **March 31, 2022** and may be emailed to opioidsettlement@ag.idaho.gov. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Lawrence G. Wasden".

LAWRENCE G. WASDEN
Attorney General

LGW

Attachments

OPIOID SETTLEMENT AGREEMENTS WITH WALMART, CVS, WALGREENS, TEVA, AND ALLERGAN,

The Attorney General of the State of Idaho has joined nationwide settlements resolving opioid-related claims with three major pharmacies, Walmart, CVS, and Walgreens (collectively “the Pharmacies”); and two opioid manufacturers, Teva Pharmaceuticals Industries Ltd. (“Teva”) and Allergan plc (“Allergan”). Because the State of Idaho is participating in these settlement agreements, certain local governments within the State are now also eligible to participate and receive benefits under the agreements. These settlement agreements would resolve legal claims against Walmart, CVS, Walgreens, Teva and Allergan by participating States and local governments stemming from actions that fueled the opioid addiction epidemic.

How Much Money is Available for the State and Local Governments?

The settlements with the Pharmacies provide for abatement funds totaling a maximum amount of \$62,298,881.92 for the State of Idaho and participating local governments. CVS will make payments over 10 years, Walgreens over 15 years, and Walmart over 6 years. The Teva/Allergan settlements provide for abatement funds totaling a maximum amount of \$28,105,109.85 for the State of Idaho. Teva will make payments over 13 years and Allergan over 7 years. The State and local governments must use the funding to support approved opioid remediation strategies set forth in [Exhibit A to Idaho’s Opioid Settlement Intrastate Allocation Agreement](#). A certain designated portion of the funding may also be used to compensate attorneys who have pursued the opioid litigation on behalf of the State and local governments.

The total amount of funding that Idaho and local governments may receive depends on how many eligible local governments participate in the settlement. The State and local governments can secure the maximum payment by fully resolving all of the pending and potential opioid-related claims by public entities within the State. In short, the more local governments that participate, the more funds available for everyone.

Which Local Governments are Eligible to Participate?

The same local governments eligible to participate in the Janssen and Distributor Settlements are eligible to participate in these settlements. Attached is a list of the local governments in Idaho who are eligible to participate.

In order to obtain the maximum amount of funding, releases of claims will also need to be obtained by certain school districts, hospital districts, and fire districts. Those districts will not directly receive settlement funds, but by participating they will increase the amount of opioid abatement funds going to the State and participating cities, counties, and health districts. Also attached is a list of special districts in Idaho who will need to participate in order for Idaho to receive the maximum amount of funds.

How Can Eligible Local Governments Participate?

Eligible local governments and special districts can participate by executing Settlement Participation Forms, releasing all opioid-related claims against the Pharmacies, Teva, and Allergan, and by agreeing to be subject to a Consent Order filed in Idaho state court resolving these claims. Executed Settlement Participation Forms may be emailed to opioidsettlement@ag.idaho.gov.

What is the Deadline for Local Governments to Participate?

The Settlements each have slightly different participation deadlines. For ease, the Attorney General is asking local governments to return participation forms for all five settlements by the earliest deadline, March 31, 2023. Local governments may decide to participate after the participation deadline, but it may result in a delay or reduction in payments in some circumstances.

How Will the Settlement Money Be Divided Between the State and Participating Local Governments?

Idaho’s Opioid Settlement Intrastate Allocation Agreement will apply to these settlements. Under that Agreement, settlement funds are allocated as follows: 40% to the State, 40% to participating cities and counties, and 20% to participating health districts.

Does an Eligible Government Have to Participate in All Five Settlements?

No, an eligible government can choose to participate in some but not all of the five settlements. However, the Teva and Allergan settlements require participation in both to receive funds. Additionally, a subdivision will not be eligible to receive funds from the settlements it does not participate in, and not participating may reduce the amount that the State and participating subdivisions receive.

What If a Local Government Has Elected to Have Its Opioid Settlement Funds Reallocated to Its Health District?

A local government’s election to reallocate its funds will apply to these settlement agreements. However, those cities and counties must still sign Subdivision Participation Forms in order for those settlement funds to be available for reallocation to their health districts.

How Can I Learn More About the Settlement Agreements?

Full copies of the settlement agreements, Settlement Participation Forms, and additional information are available at <https://ag.idaho.gov/consumer-protection/opioid-settlement/>.

If you have further questions, you may also contact the Attorney General’s Office at:

Office of the Attorney General
Consumer Protection Division
Attention: Opioid Settlement
P.O. Box 83720
Boise, ID 83720-0010
208-334-2424
opioidsettlement@ag.idaho.gov

Eligible Local Governments

Ada County, Idaho
Adams County, Idaho
Ammon City, Idaho
Bannock County, Idaho
Bear Lake County, Idaho
Benewah County, Idaho
Bingham County, Idaho
Blackfoot City, Idaho
Blaine County, Idaho
Boise City, Idaho
Boise County, Idaho
Bonner County, Idaho
Bonneville County, Idaho
Boundary County, Idaho
Burley City, Idaho
Butte County, Idaho
Caldwell City, Idaho
Camas County, Idaho
Canyon County, Idaho
Caribou County, Idaho
Cassia County, Idaho
Chubbuck City, Idaho
Clark County, Idaho
Clearwater County, Idaho
Coeur D'Alene City, Idaho
Custer County, Idaho
Eagle City, Idaho
Elmore County, Idaho
Franklin County, Idaho
Fremont County, Idaho
Garden City, Idaho
Gem County, Idaho
Gooding County, Idaho
Hayden City, Idaho
Idaho County, Idaho
Idaho Falls City, Idaho
Jefferson County, Idaho
Jerome City, Idaho
Jerome County, Idaho
Kootenai County, Idaho
Kuna City, Idaho
Latah County, Idaho
Lemhi County, Idaho
Lewis County, Idaho
Lewiston City, Idaho
Lincoln County, Idaho
Madison County, Idaho
Meridian City, Idaho
Minidoka County, Idaho
Moscow City, Idaho
Mountain Home City, Idaho
Nampa City, Idaho
Nez Perce County, Idaho
Oneida County, Idaho
Owyhee County, Idaho
Payette County, Idaho
Pocatello City, Idaho
Post Falls City, Idaho
Power County, Idaho
Preston City, Idaho
Rexburg City, Idaho
Shoshone County, Idaho
Star City, Idaho
Teton County, Idaho
Twin Falls City, Idaho
Twin Falls County, Idaho
Valley County, Idaho
Washington County, Idaho

Public Health District No. 1
Public Health District No. 2
Public Health District No. 3
Public Health District No. 4
Public Health District No. 5
Public Health District No. 6
Public Health District No. 7

Required Special Districts

Fire Districts

N Ada County Fire & Rescue
Eagle Fire
Star Fire
Shelley Firth Fire
Nampa Fire Protection District
Middleton Fire
Madison County Fire
Meridian Rural Fire Protection District
Whitney Fire
Kuna Rural Fire
Blackfoot Snake River Fire District
Central Fire Protection District
Kootenai County Fire & Rescue
Northern Lakes Fire Protection
Moscow Fire
Bonneville County Fire Protection District #1
Caldwell Rural Fire
Twin Falls Rural Fire
N. Bannock Fire
North Cassia Fire
Minidoka County Fire
Gem County Fire Prot. #1

Hospital Districts

Kootenai Health

School Districts

West Ada School District
Boise School District

EXHIBIT K¹

Subdivision Participation and Release Form

| | |
|----------------------|--------|
| Governmental Entity: | State: |
| Authorized Official: | |
| Address 1: | |
| Address 2: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 2, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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

¹ As of December 8, 2022.

as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

[Draft]

| | |
|----------------------|--------|
| Governmental Entity: | State: |
| Authorized Official: | |
| Address 1: | |
| Address 2: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December [], 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

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

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

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance,

oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K
Subdivision and Special District Settlement Participation Form

| | |
|----------------------|--------|
| Governmental Entity: | State: |
| Authorized Official: | |
| Address 1: | |
| Address 2: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [link to national settlement website page to be provided].
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit K
Subdivision and Special District Settlement Participation Form

| | |
|---------------------|--------|
| Governmental Entity | State: |
| Authorized Official | |
| Address 1: | |
| Address 2: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [website link to national settlement website to be provided].
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s

role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation Form

| | |
|----------------------|--------|
| Governmental Entity: | State: |
| Authorized Official: | |
| Address 1: | |
| Address 2: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards,

commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

Commissioners,

Many of you have received documents from the Idaho Attorney General's office asking you to sign your release so the State of Idaho can MAXIMIZE THE STATE ALLOCATION OF FUNDS in the OPIOID Settlement agreement, stating that there will be no benefit to the fire district. They want you to be a good soldier and sign the paperwork so the state can get the most funding possible. The deadline is March 31, 2023.

I would ask you to consider waiting until after the Commissioners Conference in Coeur d'Alene next week before you sign and release anything to the state. The Attorney General's Office has confirmed that future trainings for PTSD/PTSI can qualify for funding through the Settlement agreement. There is the usual red tape and bureaucracy to deal with, but we need a show of collective agreement that our Firefighters are important enough to get in on the settlement funding.

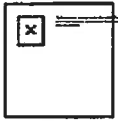
The State Of Idaho is set to receive \$28,105,109.85 from multiple funding sources and they are asking us to set back and let them manage it for us. Perhaps, they could help us provide the tools to prevent firefighter suicide and opioid addiction by helping us train our firefighters on how to deal with the things they see every day.

It's an action item on the business meeting for Coeur d'Alene, so come prepared to share your thoughts and ideas.

Thank you,

todd belnap

president



Idaho State Fire Commissioners' Association

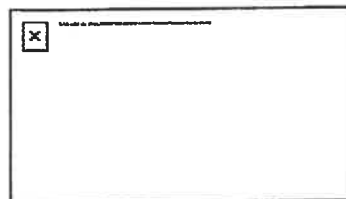
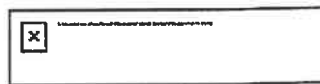
10135 Round Valley Rd., Cascade, ID 83611

P: (208) 275-8870

www.isfca.org

ISFCA is not able to provide legal advice, and ISFCA and any of its member fire commissioners are only providing non-legal opinions of a general nature, and nothing contained in the response from ISFCA or its members should be construed as legal advice.

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Sent from my iPhone