

**MEMORANDUM OF UNDERSTANDING #9114**  
**BETWEEN**  
**CITY OF PLACERVILLE AND COUNTY OF EL DORADO**

Transfer of City of Placerville Opioid Settlement Agreement Funds To County of El Dorado

---

---

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into by and between the City of Placerville, a political subdivision of the State of California (hereinafter referred to as "City"), and the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County");

**WHEREAS**, City and County each are beneficiaries of funding to offset the impact of opioid use following an Ohio litigation brought by states and cities against the three (3) largest pharmaceutical distributors McKesson, Cardinal Health and Amerisource Bergen — and the opioid manufacturer Janssen (owned by Johnson & Johnson). The parties in the national lawsuit reached agreement in December of 2021, whereby each would receive annual funds for a set duration (collectively, the "Settlement Agreements");

**WHEREAS**, City and County both agreed to the settlement and to receive funds individually from the settlement. City's funds will be distributed over approximately eighteen (18) years;

**WHEREAS**, City desires to combine their Settlement Agreement funds with County Settlement Agreement funds to better provide the services anticipated by the Settlement Agreement in the City of Placerville and unincorporated areas in El Dorado County;

**WHEREAS**, settlement proceeds must be expended towards mitigating the impact of opioid addiction in the communities in which funding was received, including, for example, intervention, treatment, education, and recovery services for opioid addiction;

**WHEREAS**, the City Council of the City of Placerville, at their regular meeting on January 9, 2024, adopted Resolution 92-70 authorizing the City Manager to negotiate an agreement with County of El Dorado and to take all actions necessary to transfer City Opioid Settlement Agreement Funds to County;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, City and County hereto agree as follows:

1. The recitals set forth above are true and correct and incorporated by reference as though fully set forth herein.
2. City agrees as follows:
  - A. Upon execution of this MOU by both parties, City shall transfer all previously received Opioid Settlement MOU Funds to County.
  - B. Upon execution of this MOU by both parties, City shall take all actions necessary to transfer all future Opioid Settlement MOU Funds to County during the pendency of this MOU.
  - C. City agrees to cooperate with County to ensure all Opioid Agreement Settlement Funds

received by City are transferred to County for use in accordance with the Settlement Agreement.

3. County agrees as follows:
  - A. County agrees to accept the Opioid Settlement Agreement Funds and to implement and use them in accordance with the approved Settlement Agreements.
  - B. County agrees to prepare and submit on the City's behalf, all auditing, accounting, and reporting required by the approved Settlement Agreements and to share such reports with the City.
  - C. County agrees to adhere to any applicable funding reporting, accounting or auditing requirements included in the Settlement Agreements or state or local laws.
  - D. County shall include a City representative in any review panel for determining disbursement of funding for the Opioid Settlement Agreement fund, unless such inclusion should constitute a conflict of interest due to the City applying for such funding.
4. The Term of this MOU run through the term of the Settlement Agreements unless cancelled by either Party as provided herein.
5. Either Party may terminate this MOU upon ninety (90) days written notice to the other party. All Opioid Settlement Agreement Funds received by the County up to the date of the termination will remain with the County.
6. **Maximum Obligation:** The total funding received to date by the City is \$43,555.16. City could receive up to \$522,387 over eighteen (18) years of the Settlement Agreement. City intends to subaward the entirety of the funding to County for administration of the Opioid Remediation funds.
7. The Parties have reviewed the terms of this MOU in their entirety and warrant that the signatories below have the authority to bind their respective entities.
8. County shall not assign this MOU or any portion thereof to a third party or subcontract without the prior written consent of the City.
9. This MOU shall be interpreted according to the laws of California, and it shall not be modified or amended unless in writing and executed and approved by each party.
10. This MOU represents the full and final agreement between the parties regarding the Opioid Settlement Agreement Funds, and it supersedes any and all prior understandings and agreements related to the transfer of Opioid Settlement Agreement Funds to the County.
11. **Indemnity:** Each party agrees to indemnify, defend and hold harmless the other party from and against any and all claims, demands, expenses (including reasonable attorney fees) or assertions of any kind arising out of or in any way connected with (a) any alleged act, failure to act, omission, or misrepresentation by the indemnifying party, its officers, directors, employees or agents, or (b) any breach by the indemnifying party of any of the terms, conditions, warranties or representations contained in this MOU, or in any other instrument executed by the indemnifying party in connection with this MOU.
12. **Electronic Signatures:** Each Party agrees that the electronic signatures, whether digital or

encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

13. **Notice to Parties:** All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

with a copy to:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit  
Email: [hhsa-contracts@edcgov.us](mailto:hhsa-contracts@edcgov.us)

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent  
Email: [procon@edcgov.us](mailto:procon@edcgov.us)

or to such other location or email as the County directs.

Notices to City shall be addressed as follows:


CITY OF PLACERVILLE  
3101 Center St  
Placerville, CA 95667  
ATTN: Cleve Morris, City Manager  
[cmorris@cityofplacerville.org](mailto:cmorris@cityofplacerville.org)

or to such other location or email as the City directs.

14. **Authorized Signatures:** The Parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.
15. **Counterparts:** This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU and all of which, when taken together, will be deemed to constitute one and the same MOU.
16. **Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Kimberly McAdams, Assistant Director of Administration/Finance, Health and Human Services Agency (HHSA), or successor. In the instance where the named Contract

Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

**Requesting Contract Administrator Concurrence:**

By:   
[Kimberly McAdams \(Nov 6, 2024 14:12 PST\)](#)  
\_\_\_\_\_  
Kimberly McAdams  
Assistant Director of Administration/Finance  
Administration/Finance Division  
Health and Human Services Agency

Dated: 11/06/2024

**Requesting Department Head Concurrence:**

By:   
[Olivia Byron-Cooper \(Nov 6, 2024 14:15 PST\)](#)  
\_\_\_\_\_  
Olivia Byron-Cooper, MPH  
Director  
Health and Human Services Agency

Dated: 11/06/2024

IN WITNESS WHEREOF, the parties hereto have executed this executed this MOU on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

-- CITY OF PLACERVILLE--

By: M. Cleve Morris  
M. Cleve Morris (Nov 6, 2024 17:46 PST)  
Cleve Morris  
City Manager  
"City"

Dated: 11/06/2024