

Commissioner

From: MACO <MACO@mtcounties.org>
Sent: Wednesday, July 3, 2024 10:41 AM
To: MACO
Subject: Quick Reference Guide for Obligation of ARPA Funds
Attachments: Obligation_Interim_Final_Rule_Quick_Reference_Guide_2023.pdf

MACo Members,

Attached is a quick reference guide for the obligation of State and Local Fiscal Recovery Funds (ARPA).

ARPA funds are required to be **obligated** by December 31, 2024, and expended by December 31, 2026. This reference **defines obligation to mean** an order placed for property and services and entry into contracts, subawards, and similar transactions that require payment. If you have ARPA money remaining as of December 31st, you need to have a signed contract, agreement, or something official documenting the obligation. A budgetary appropriation is not considered obligated. Additionally, in general, ARPA funds cannot be re-obligated to existing or new projects after December 31st.

WHAT DOES THIS MEAN?

Funds not “obligated” within the next six months must be returned to the US Treasury. ARPA funds received through valid subaward agreements from other non-federal entities (e.g., the State of Montana) will be automatically considered obligated, but for ARPA funds that are “revenue replacement funds” or otherwise received directly from the U.S. Treasury (i.e., Tranches 1 and 2), costs will not be allowable after December 31, 2024, unless they are obligated.

Please reach out to Nancy Everson, MACo Governmental Finance Director, with any questions you might have.

Nancy Everson
MACo
406-459-2295
neverson@mtcounties.org

State and Local Fiscal Recovery Funds: Obligation IFR Quick Reference Guide

This Quick Reference Guide provides an overview of the [Obligation Interim Final Rule](#) (Obligation IFR) for informational purposes and is intended as a brief summary.

INTRODUCTION

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), established by the American Rescue Plan, delivers \$350 billion to state, local, territorial, and Tribal governments to support the response to and recovery from the COVID-19 public health emergency.

In November 2023, Treasury issued the [Obligation IFR](#) to address recipients' questions and comments regarding the definition of obligation. The Obligation IFR revises the definition of "obligation" in Treasury's implementing regulations for the SLFRF program and provides related guidance to give additional flexibility and clarity to recipients to support their use of SLFRF funds.

The [Obligation IFR](#) does not alter the existing SLFRF obligation or expenditure deadlines. Recipients must obligate SLFRF funds by December 31, 2024, and expend obligated funds by December 31, 2026 (with the exception of projects under the Surface Transportation projects and Title I eligible use categories, for which funds must be expended by September 30, 2026). In addition, the Obligation IFR does not alter the eligible use categories described in the [2022 Final Rule](#) and the [2023 Interim Final Rule](#). Recipients seeking information about whether a specific project may be an eligible use of SLFRF funds should reference the rules, along with the [Overview of the 2022 Final Rule](#) and the [Overview of the 2023 Interim Final Rule](#).

Below is a summary of the Obligation IFR. Recipients should refer to the [Obligation IFR](#) for a complete description of the definition of obligation and associated requirements.

AMENDMENT TO THE DEFINITION OF "OBLIGATION" AT 31 CFR 35.3

Under the revised definition of "obligation," the term continues to mean an order placed for property and services and entry into contracts, subawards, and similar transactions that require payment. Under the Obligation IFR, a recipient is also considered to have incurred an obligation by December 31, 2024, with respect to a requirement under federal law or regulation or a provision of the SLFRF award terms and conditions to which the recipient becomes subject as a result of receiving or expending SLFRF funds.

Accordingly, under the second part of the definition of obligation set out above, a recipient may use SLFRF funds to cover costs related to:

1. Reporting and compliance requirements, including subrecipient monitoring
2. Single Audit costs
3. Record retention and internal control requirements
4. Property standards
5. Environmental compliance requirements
6. Civil rights and nondiscrimination requirements

To take advantage of the additional flexibility to cover the costs of meeting these requirements, the Obligation IFR lists the information that a recipient must submit to Treasury regarding estimates of SLFRF funds that it will use to cover administrative and compliance related expenditures. Treasury will update the *SLFRF Compliance and Reporting Guidance* to reflect recipients' additional reporting regarding these estimated amounts.

The Obligation IFR also clarifies that recipients may continue to charge their current negotiated indirect costs rate agreement established with their federal cognizant agency or the de minimis rate of 10 percent of modified total direct costs pursuant to 2 CFR 200.414(f), after December 31, 2024 through December 31, 2026. Additionally, the Obligation IFR states that Treasury considered some recipients' comments to revise the rule to define "costs incurred" by reference to recipient appropriation, budget, or allocation processes, and explains that this approach would not provide a standard that could be applied consistently across recipients.

APPLICATION OF OBLIGATION DEADLINE TO SUBRECIPIENTS

Subrecipients are not subject to the December 31, 2024 obligation deadline. The obligation deadline applies to the recipient of SLFRF funds, and a cost is considered to have been incurred once a recipient enters into a subaward or contract that obligates the recipient to cover that cost. Neither subrecipients nor contractors need to take additional steps to obligate SLFRF funds after entering into a subaward or contract with the recipient.

AMENDMENT AND REPLACEMENT OF CONTRACTS AND SUBAWARDS

In general, recipients cannot re-obligate funds or obligate additional SLFRF funds after the obligation deadline of December 31, 2024. For instance, if a contractor makes a change order request after December 31, 2024, that necessitates a contract amendment, the recipient would not be permitted to obligate additional SLFRF funds to the project because the obligation deadline would have passed. However, after the obligation deadline, recipients are permitted to replace a contract or subaward that was entered into prior to December 31, 2024 under the following circumstances:

1. The recipient terminates the contract or subaward because of the contractor or subrecipient's default, the contractor or subrecipient goes out of business, or the recipient determines that the contractor or subrecipient will not be able to perform under the contract or carry out the subaward.
2. The recipient and contractor or subrecipient mutually agree to terminate the contract or subaward for convenience.
3. The recipient terminates the contract or subaward for convenience if the contract or subaward was not properly awarded (for example, if the contractor was not eligible to receive the contract), there is clear evidence that the contract or subaward was improper, the recipient documents the determination that it was not properly awarded, and the original contract or subaward was entered into by the recipient in good faith.

Treasury will update the [SLFRF Compliance and Reporting Guidance](#) for recipients to report any contract or subaward replacements after the December 31, 2024, obligation deadline.

Commissioner

From: Ben Grass <benjamin.grass@gmail.com>
Sent: Sunday, July 7, 2024 4:42 PM
To: Billie Ann Kulaski; Commissioner
Cc: 406reddish@gmail.com; Blaine Bradshaw; Cassie Nelson; Scott Dunkerson; scottalanlyons@yahoo.com
Subject: Pintler Classic Update

Dear Commissioners-

Just touching base with all relevant parties one week out from our race on July 13.

We have approximately 65 registered, and I expect that to grow to 75 or 80 by race day. The Ranch at Rock Creek came on as a sponsor and is providing a huge amount of support in the form of marshalls, moto drivers, radios, and an aid station for water. We have approximately 20 volunteers, and we have one off duty deputy who will be helping out. Philipsburg Ambulance is also on board to be present for medical support.

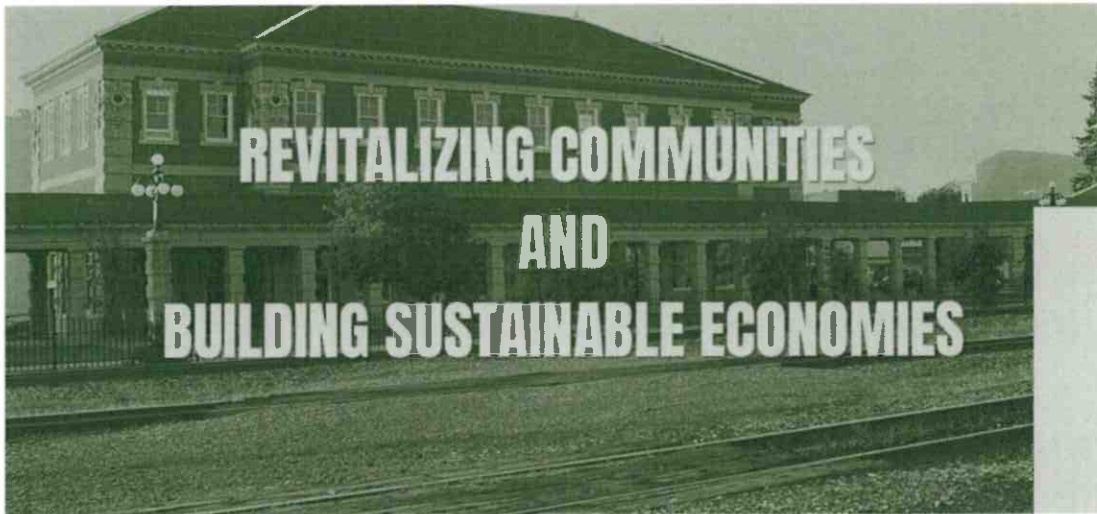
The team rode Rock Creek Rd today, and it is buttery smooth. Perfect conditions for the race. There was a large road grader parked at the bottom of Rock Creek Rd, though. If there is any possible way that grading of Rock Creek could be delayed for a week or so until after the race, that would be so greatly appreciated. A freshly graded road might even require us to cancel altogether.

Thank you so much for all of your consideration and time in helping us to make this race happen. We have drummed up a lot of support for a stage race for next year at other regional races, and I'm confident we could get 200+ next year if we have a successful race this year.

Ben Grass
Frontiers Racing

Billie Ann Kulaski

From: Big Sky Passenger Rail Authority <hello@bigskyrail.org>
Sent: Wednesday, July 3, 2024 5:15 PM
To: Billie Ann Kulaski
Subject: July 10 Board Meeting - Big Sky Rail



July 10 Board Meeting

Please join us for the July Big Sky Passenger Rail Authority Board meeting.

Wednesday, July 10, 2024
11 a.m. - 12:30 p.m. (MDT)

All are welcome. The meeting agenda and dial-in instructions are below. We hope you can join us, but if not, all meetings are recorded and made available on our website.

[**AGENDA**](#)

Microsoft Teams Meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 218 160 772 147

Passcode: exsB3d

Or call in (audio only)

[+1 689-218-0595,,905259522#](#) United States, Orlando

Phone Conference ID: 905 259 522#



We are pleased to share the recordings from our June 7th BSPRA Annual Conference in Missoula. Thanks to all who joined in person and virtually, who presented and shared their expertise, and to all who supported our mission via sponsorship. We are grateful.

<https://www.bigskyrail.org/2024-videos>

Billie Ann Kulaski

From: MACO <MACO@mtcounties.org>
Sent: Monday, July 8, 2024 9:02 AM
To: MACO
Subject: DRAFT Letter to Secretary of Agriculture- National Old Growth Amendment
Attachments: DRAFT Letter to Sec of Ag National Old Growth Amendment.pdf

MACo Members,

Please find the attached letter signed by President Ross Butcher and Commissioner Greg Chilcott to the Secretary of Agriculture regarding the U.S. Forest Service's National Old-Growth Amendment (NOGA) process. This letter addresses concerns about the constraints on the Forst Service that hinder meaningful cooperation with state and local governments.

Respectfully,

Montana Association of Counties
MACo@mtcounties.org
www.mtcounties.org



Montana Association of Counties

Serving Montana Counties Since 1909

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www.mtcounties.org

July 1, 2024

The Honorable Thomas J. Vilsack
Secretary of Agriculture
U.S. Department of Agriculture
1400 Independence Ave., S.W.
Washington, DC 20250

RE: U.S. Forest Service National Old-Growth Amendment Cooperating Agency Process

Dear Secretary Vilsack,

On behalf of Montana's counties, the Montana Association of Counties (MACo) wishes to express our concerns about the "constraints" that you have allegedly imposed on our partners at the U.S. Forest Service as they attempt to amend 128 forest unit management plans through the National Old-Growth Amendment (NOGA).

The National Environmental Policy Act (NEPA) requires that federal agencies take an interdisciplinary approach and work alongside state, tribal and local government partners to develop and draft environmental and socioeconomic analysis for a range of alternatives. The Council on Environmental Quality, which provides the regulatory framework for NEPA compliance, clearly provides how a Lead Agency is to engage with cooperating agencies. 40 CFR 1501.7(h) and (i) provides:

- (h) With respect to cooperating agencies, the lead agency shall:
 - (1) Request the participation of each cooperating agency in the NEPA process at the earliest practicable time.
 - (2) Use the environmental analysis and proposals of cooperating agencies with jurisdiction by law or special expertise, to the maximum extent practicable.
 - (3) Meet with a cooperating agency at the latter's request.
 - (4) Determine the purpose and need, and alternatives in consultation with cooperating agency.
- (i) The lead agency shall develop a schedule, setting milestones for environmental reviews and authorizations required for implementation of the action, in consultation with any applicant and all joint lead, cooperating and participating agencies, as soon as practicable.

Despite the Forest Service's exclusion of "local governments" from the list of partners, it sought participation from as NOGA cooperators, multiple Montana counties have requested cooperating agency status. Without officially conferring status on anyone, the Forest Service invited various counties, state agencies and conservation districts to participate in its first NOGA "cooperating agency" meeting on May 23, 2024. The Forest Service has clearly failed to meet its responsibilities under 40 CFR 1501.7 (h). Prior to the release of the NOI, we heard the Forest Service was working on something, but there was no outreach to its governmental partners. The Forest Service's rushed process and accelerated timelines

violate the process and will lead to a bad outcome for the National Forest system, and further degrade the public trust at every level.

During the May 23rd meeting, we attempted to consult with the Forest Service regarding the development of a schedule for NOGA and the setting of environmental review milestones. However, the Forest Service NOGA team repeatedly stated that it did NOT have any power; that you, the Secretary of Agriculture, established the timeline and operating constraints.

To the extent you are now running NOGA, Montana counties are requesting cooperating agency status and request a meeting be scheduled in accordance with 40 CFR SS 1501.7(h)(3) to consult with you concerning the timeline and milestone setting for the Environmental Impact Statement (EIS). If you are not running the NOGA process, we sincerely ask that you remove the “constraints” placed on the Forest Service.

To highlight the issues these so-called “constraints” create, the Forest Service advised us there would be, at most, three “cooperator meetings before it releases its draft NOGA and EIS. The Forest Service also informed us they would not consult cooperating agencies in the development of NOGA’s purpose and need, or any of the alternatives for analysis. In fact, the Forest Service stated it will not share any pre-decisional documents or information it has developed with respect to any NOGA plan component in the alternatives or any environmental or socioeconomic analysis in the EIS. Consequently, cooperators will have no ability to provide any environmental analysis or proposals for the Forest Service to utilize in the creation of the NOGA or EIS. **This is not cooperation, it is, at best, an attempt to check the box.**

The current NOGA strategy for cooperation and coordination with state and local governments does not meet the spirit, intent, or the letter of the law for cooperation under NEPA or coordination under the National Forest Management Act. Eliminating or shortcutting meaningful engagement under NEPA is harmful and undercuts local and regional partnerships and the strategies necessary for the long-term persistence, distribution and recruitment of old-growth forests. For the Forest Service to comply with the laws, regulations and best management practices for cooperation and coordination, and for us to fulfill our responsibilities as locally elected officials in Montana the Forest Service’s NOGA engagement and planning strategy must change.

Montana’s counties have a long history of collaboration with the Forest Service. This includes participating in the development of the National Association of Counties (NACo) and Forest Service’s **COUNTY GOVERNMENTS AND THE USDA FOREST SERVICE: A Guidebook for Working Together**. We take our responsibility as cooperating agencies very seriously, in an effort to assist our federal partners create reasonable management plans that encourage productive and responsible outcomes. 42 U.S.C. SS 4321. Further, consistent with our state statutory and regulatory responsibilities, we strive to ensure our communities are economically vibrant, safe and healthy places to live and work.

The NACo/Forest Service collaborative Guidebook states, “Effective and efficient relationships between county governments and the Forest Service allows for sharing of resources and expertise that can lead to strong communities and healthier ecosystems”. It further outlines best practices for developing those relationships and sharing expertise – including being open and candid, bringing data and ideas to the table, and working in good faith.

Attempting to amend 128 forest unit plans after three short one-way informational meetings where the Forest Service does not share any pre-decisional documents and cooperators are not allowed to provide

any input on environmental and socioeconomic analysis is not working in good faith. We need your help to remove whatever “constraints” exist to meaningfully work with our partners at the Forest Service to achieve productive and mutually beneficial outcomes for our forests and communities.

Montana’s counties continue to be committed to participating as partners in the NOGA process and hope the Forest Service will be encouraged to reciprocate.

Respectfully,



Ross Butcher
President, Montana Association of Counties
Fergus County Commissioner



Greg Chilcott,
Montana Coalition of Forest Counties
Chairman, MACo Public Lands Committee

cc: USDA Forest Service Chief Moore
Montana Governor Greg Gianforte
Senator Jon Tester
Senator Steve Daines
Congressman Ryan Zinke
Congressman Matt Rosendale
MT DNRC Director Amanda Kaster
files

AUSTIN KNUDSEN



STATE OF MONTANA

June 27, 2024

Greetings City and County Officials

I am pleased to announce that the continuing dedicated work by State Attorneys General and their staffs has resulted in an opioid settlement with Kroger, a national grocery and drug store business with subsidiaries in Montana. This settlement will provide more than 3.85 million dollars to the State and its local governments, with approximately 80% allocated to county and city governments for your local use.

With this letter is a longer explanation of the settlement, a form for your government to approve participation in the settlement and a form to approve continuing the administrative structure for distribution of settlement funds created by the Memoranda of Understanding of November 26, 2021 and the Amendment of January 27, 2022 which you approved for each of the prior 8 settlements.

I urge you to review the materials and approve your continued participation in these settlements to allow the State and all local governments to obtain the maximum amount of settlement funds. In the 8 prior settlements we have had 100% participation and that has resulted in the State obtaining the maximum settlement value because of the incentive bonuses for full participation of all local governments.

The deadline for approving your participation is August 12 so I hope you will all promptly read these materials and agree to your participation.

Thank you for your consideration. If you have any questions, please contact me in the Office of Consumer Protection at brent.mead2@mt.gov or (406)-444-4500.

| Sincerely,

Brent Mead

DEPARTMENT OF JUSTICE

215 North Sanders
PO Box 201401
Helena, MT 59620-1401

(406) 444-2026
Contactdoj@mt.gov
mtdoj.gov

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Granite County, MT
Reference Number: CL-794116

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

As Attorney General Knudsen has described in his cover letter, Montana has agreed to participate in a new proposed national opioids settlement ("*New National Opioids Settlement*") with Kroger ("*Settling Defendant*") based on activities of Kroger owned pharmacies. This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because MONTANA is participating in the Kroger settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.
- The form approving the use of the November 26, 2021 Memorandum of Understanding and January 27, 2022 amendment for the allocation, administration, and disbursement of settlement funds from the Kroger settlement.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether Montana earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even though Montana is settling, and other participating subdivisions will share in settlement funds.

Like the Distributors and Pharmacy settlements there are substantial incentives to states to obtain maximum participation of all local subdivisions. In the previous

settlements we were able to obtain 100% participation and the maximum amount of funds allocated and available to Montana. Any subdivision that does not participate may reduce the amount of money for programs that would otherwise come to remediate the opioid crisis in Montana.

WE STRONGLY URGE YOUR AGREEMENT TO PARTICPATE IN ORDER TO MAXIMIZE THE FUNDS THE STATE AND LOCAL GOVERNMENTS WILL RECEIVE.

Montana will manage and distribute funds utilizing the existing abatement regions and trust structure created by the Memorandum of Understanding of November 26, 2021, and the Amendment of January 27, 2022, which all local subdivisions approved at the time. To facilitate this as part of your participation in this settlement and receiving your allocation of the settlement funds you will need to approve the continued use of the existing allocation and distribution structure set up and approved by all Montana local governments in the Memorandum of Understanding of November 26, 2021, and the Amendment of January 27, 2022. There is a short separate form included for that. PLEASE SIGN AND SEND THAT IN ALSO.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel or representatives from the Attorney General's Office

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented and how funds will be allocated can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign:* Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign:* DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to

opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Brent Mead at brent.mead2@mt.gov or 406-444-4500.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: Granite County	State: MT
Authorized Signatory:	
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 March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger 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 Kroger 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 <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger 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 Kroger 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 Kroger 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 Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger 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 Kroger 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 Kroger 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 Kroger Settlement.
10. In connection with the releases provided for in the Kroger 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 Kroger Settlement.



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



APPROVAL OF USE OF NOVEMBER 26, 2021 MEMORANDUM OF UNDERSTANDING
AND JANUARY 27, 2022 AMENDMENT TO THE MEMORANDUM FOR THE
ALLOCATION, ADMINISTRATION, AND DISBURSEMENT OF SETTLEMENT FUNDS
FROM THE KROGER SETTLEMENT

I, _____, on behalf of Granite County do hereby
approve the use of the November 26, 2021 Memorandum of Understanding
and the January 27, 2022 Amendment to the Memorandum of
Understanding for the allocation, administration, and disbursement of
settlement funds from the KROGER settlement.

Signature: _____

Name: _____

Title: _____

Date: _____

