

## **MUNICIPAL ORDER 40-2023**

**A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF OWENSBORO AND DAVIESS COUNTY FISCAL COURT EQUALLY DIVIDING RESPONSIBILITY FOR PAYMENT OF THE \$25,000.00 COST ASSOCIATED WITH RETAINING CARLTON HALL CONSULTING LLC TO FACILITATE A STRATEGIC PLANNING PROCESS FOR THE OWENSBORO-DAVIESS COUNTY STEERING COMMITTEE FOR A DRUG AND ALCOHOL ADDICTION FREE COMMUNITY CONCERNING OPIOID REMEDIATION.**

**WHEREAS**, the City of Owensboro has received and will continue to receive settlement proceeds from multiple lawsuits against opioid manufacturers and distributors; and

**WHEREAS**, the City and Daviess County Fiscal Court have tasked the Owensboro-Daviess County Steering Committee for a Drug and Alcohol Addiction Free Community ("Steering Committee") with recommending appropriate uses of the settlement proceeds; and

**WHEREAS**, the Parties wish to enter into a Memorandum of Agreement providing that the City and Daviess County Fiscal Court shall each pay \$12,500.00 of the total \$25,000.00 cost needed to retain Carlton Hall Consulting LLC to facilitate a strategic planning process for the Steering Committee to recommend appropriate uses of the settlement proceeds, a copy of which Memorandum of Agreement is attached hereto as Exhibit "A" and incorporated by reference.

**NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO, KENTUCKY, AS FOLLOWS:**

**Section 1.** That the Mayor be, and hereby is, authorized and directed to execute a Memorandum of Agreement between the City of Owensboro and Daviess County Fiscal Court requiring the City to pay \$12,500.00 (one-half (1/2) the cost of \$25,000.00) plus any other incidental expenses to retain Carlton Hall Consulting LLC to facilitate a strategic planning process for the Steering Committee so it may recommend appropriate uses of the opioid remediation settlement proceeds.

**Section 2.** That the Mayor, City Manager and other appropriate staff members are hereby authorized and directed to execute any and all other agreements, instruments, or documents necessary and appropriate to effectuate and implement the purpose of the Memorandum of Agreement.

**INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING,** this the 17<sup>th</sup> day of October, 2023.

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Thomas H. Watson, Mayor

ATTEST:

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Beth Davis, City Clerk

## **MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT ("Agreement"), made and entered into on the \_\_\_\_ day of October, 2023, between the City of Owensboro, Kentucky, a municipality of the home rule class, 101 East Fourth Street, P.O. Box 10003, Owensboro, Kentucky 42302-9003 ("City"), and Daviess County Fiscal Court, P.O. Box 1716, 212 Saint Ann Street, Owensboro, Kentucky ("County").

### **RECITALS**

**WHEREAS**, the City and County have received and will continue to receive settlement proceeds from multiple lawsuits against opioid manufacturers and distributors; and

**WHEREAS**, KRS 15.293 and the settlement agreements reached in the pending litigation require that the settlement proceeds be used for programs related to opioid remediation; and

**WHEREAS**, the City and County have tasked the Owensboro-Daviess County Steering Committee for a Drug and Alcohol Addiction Free Community ("Steering Committee") with recommending appropriate uses of the settlement funds; and

**WHEREAS**, the Steering Committee desires to hire Carlton Hall Consulting LLC ("CHC") to facilitate a strategic planning process for the Steering Committee at a cost of \$25,000.00;

**WHEREAS**, the City and County desire to equally split the cost of retaining CHC for the Steering Committee; and

**WHEREAS**, the City and County are authorized to enter into this Memorandum of Agreement.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual benefits to be derived by each party, the City and County agree that:

**Section 1.** The City and County shall each pay \$12,500.00, equal to one-half (1/2) the cost of retaining CHC, to facilitate a strategic planning process for the Steering Committee to recommend appropriate uses of settlement funds received by the City and County for opioid remediation. The City and County further agree to equally divide responsibility for paying any other incidental costs or reimbursable expenses charged by CHC.

**Section 2.** This Agreement constitutes the City and County's entire agreement concerning the subject matter; neither City nor County may modify this Agreement except in a writing signed by the City and County.

CITY OF OWENSBORO, KENTUCKY

By: \_\_\_\_\_  
Thomas H. Watson, Mayor

ATTEST:

\_\_\_\_\_  
Beth Davis, City Clerk

DAVIESS COUNTY, KENTUCKY

By: \_\_\_\_\_  
Charlie Castlen,  
Daviess County Judge/Executive

ATTEST:

\_\_\_\_\_  
Brooke Hagan, Fiscal Court Clerk

PREPARED BY:

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