

COUNTY OF OSCEOLA  
BOARD OF COMMISSIONERS'

**COMMITTEE OF THE WHOLE**  
**AGENDA**

**Tuesday, August 19, 2025 at 9:30 a.m.**

Osceola County Administration Building  
602 W. Upton Ave., Reed City, Michigan

***NOTE: Claims will be available for review from 9:00 – 9:30 a.m.***

1. Meeting Called to Order by Chairperson.
2. Additions or Deletions to the Agenda – Approval of the Agenda.
3. Brief Public Comments (Three Minute Limit).
4. Employee/Board Comments.
5. Consider Approval of the Minutes of August 5, 2025.
6. Old Business – Discuss:
  - a. Health, Safety & Grounds Committee August 5, 2025 Meeting Update – David Turner:
    1. B&E Coating Services Quote.
  - b. Grant Housing Emergency Repair Program FY24 Program Income Motion & Set New Public Hearing Date/Time – Tim Ladd.
7. New Business – Discuss:
  - a. E.M.D. EMPG Local Emergency Management Program FY26 Work Agreement – Mark Watkins.
  - b. E.M.S. Items – Steve Young:
    1. Monthly Report for June.
    2. Monthly Report for July.
  - c. Jail Corrections Nurse Part-Time Position – Jeremy Andres.
  - d. Various Items – Tim Ladd:
    1. Grant MI Neighborhood Set Public Hearing Date/Time.
    2. Resolution to Participate in Opioid Settlement – Purdue/Sackler.
    3. Resolution to Participate in Opioid Settlement – Generic Manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Sydus.
8. Other Business:
9. Extended Public Comments (Six Minute Limit).
10. Employee/Board Comments.
11. Adjournment.

**Note:** A quorum of the Board of Commissioners may be present at the Committee meetings.

**PUBLIC COMMENT:** The Committee welcomes public comment. We appreciate your attendance and look forward to hearing any concerns you may have. We request that the following rules of procedure be followed: At the beginning and at the end of each Committee meeting, there is time to receive public comment from the audience. If you wish to address the Committee, we ask that you stand, give your name and present your concern.

If you wish to speak while the Committee is addressing a specific issue, you are asked to make arrangements ahead of time with the Committee Chairperson. No comments or questions will be taken at any other time.

If you should require special assistance in order to attend the meeting, please notify the County Administrator/Controller at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.

**OSCEOLA COUNTY  
COMMITTEE OF THE WHOLE MINUTES  
AUGUST 5, 2025**

The meeting was called to order at 9:30 a.m. by Chairman Gregory at the County Administration Building in Reed City.

Present: Commissioners Mark Gregory, David Turner, Tim Michell, Jim Custer, Scott Stieg and Russ Nehmer. Commissioner Gydesen absent.

Also present: Heather Gray-Register of Deeds, Valarie Delamater-Equalization Director, Jeff LaPlante-Community Corrections Director, Steve Young- E.M.S. Director, Aaron Holsworth-Building Official, Justin Halladay-C.O.A. Director, Undersheriff Avery, Tracey Cochran-County Clerk, Tim Ladd-Administrator/Controller and members of the public.

**Motion by Commissioner Turner, seconded by Commissioner Nehmer to approve the agenda, as amended. Recommendation carried unanimously. Commissioner Gydesen absent.**

Public Comment: None

Employee Comment: None

**Motion by Commissioner Nehmer, seconded by Commissioner Turner to approve the minutes of July 15, 2025, as presented. Recommendation carried unanimously. Commissioner Gydesen absent.**

**Personnel & Administration Committee Meeting Update**

Commissioner Gregory provided various updates from the August 1, 2025, Personnel & Administration Committee Meeting. Which included additional pay for a temporary E.M.S. Education Coordinator, the E.M.S. Education Coordinator job description and updates to E.M.S. Policy 104.1 Fee Schedule. Discussion was also held on processing of vouchers with proper documentation attached.

**Motion by Commissioner Gregory, seconded by Commissioner Custer to approve paying the E.M.S. Education Coordinator up to 5 hours of OT per week. Recommendation carried unanimously. Commissioner Gydesen absent.**

**Motion by Commissioner Gregory, seconded by Commissioner Nehmer to approve the E.M.S. Job description as presented for Osceola County Education Program Director. Recommendation carried unanimously. Commissioner Gydesen absent.**

**Motion by Commissioner Gregory, seconded by Commissioner Turner to approve the E.M.S. Fee Schedule as presented and to update the Policy 104.1 to reflect the new credit card fees. Recommendation carried unanimously. Commissioner Gydesen absent.**

**AAAWM Authorized Signors**

Justin Halladay, C.O.A. Director, asked for board approval for the AAWM Authorized Signors document as presented.

**Motion by Commissioner Turner, seconded by Commissioner Nehmer to approve the AAWM Authorized Signors document and to authorize the Board Chair to sign. Recommendation carried unanimously. Commissioner Gydesen absent.**

**AAAWM FY26 Contract Amendment**

Justin Halladay, C.O.A. Director, asked for board approval for the AAAWM FY26 Contract Amendment.

**Motion by Commissioner Stieg, seconded by Commissioner Turner to approve the AAAWM FY26 Contract Amendment as presented and to authorize the Board Chair to sign. Recommendation carried unanimously. Commissioner Gydesen absent.**

**AAAWM Business Associate Agreement**

Justin Halladay, C.O.A. Director, asked for board approval for the AAAWM FY26 Contract Amendment.

**Motion by Commissioner Nehmer, seconded by Commissioner Turner to approve the AAAWM Business Associate Agreement as presented and to authorize the Board Chair to sign. Recommendation carried unanimously. Commissioner Gydesen absent.**

**RFB Sale of Tustin Building Results**

Justin Halladay, C.O.A. Director, provided information about the RFB on the sale of the C.O.A. Tustin Building. One bid was received for \$81,555.00 from Bobbyray Lilly. Discussion held on closing details.

**Motion by Commissioner Custer, seconded by Commissioner Turner to approve accepting the bid of \$81,555.00 from Bobbyray Lilly for the sale of the C.O.A. Tustin Building with the money being applied against the loan from the DTRF. Closing will be set for 45 days from today. Recommendation carried unanimously. Commissioner Gydesen absent.**

**E.M.D. WMRMC HSGP FY24 Intergovernmental Agreement**

Mark Watkins, E.M.D. Director, asked for board approval on the WMRMC HSGP FY24 Intergovernmental Agreement.

**Motion by Commissioner Turner, seconded by Commissioner Nehmer to approve the WMRMC HSGP FY24 Intergovernmental Agreement as presented and to authorize the Board Chair to sign. Recommendation carried unanimously. Commissioner Gydesen absent.**

**L-4029 Maximum Levy for Various County Millage Rates for the Winter Tax Levy**

Valarie Delamater, Equalization Director, requested board approval to collect the maximum county millage rates for the 2025 winter tax levy.

**Motion by Commissioner Michell, seconded by Commissioner Nehmer to approve collecting the maximum amount of the county millage rates for the 2025 winter tax levy. Recommendation carried unanimously. Commissioner Gydesen absent.**

**Opt-Out of County Designated Assessor**

Valarie Delamater, Equalization Director, requested board approval to Opt-Out of the County Designated Assessor per Public Act 12 of 2024.

**Motion by Commissioner Michell, seconded by Commissioner Turner to approve to Opt-Out of the County Designated Assessor per Public Act 12 of 2024. Recommendation carried with a roll call vote with six (6) Commissioners voting yes. Commissioner Gydesen absent.**

**Probate/Family Court Child Care Fund FY26 Budget**

Heather Streicher, Probate/Family Court Administrator, requested board approval for several Probate/Family Court Child Care Fund Programs which include the Day Treatment Program, the Court Contract with MOTA, the Youth Detention/Mental Health Program, and the Change Program. Heather provided details on the programs and any changes in the programs from previous years.

**Motion by Commissioner Turner, seconded by Commissioner Nehmer to approve the Probate/Family Court to contract with Eagle Village for Day Treatment Services. Recommendation carried unanimously. Commissioner Gydesen absent.**

**Motion by Commissioner Michell, seconded by Commissioner Custer to approve the Probate/Family Court Contract with MOTA to provide transportation to Eagle Village as presented. Recommendation carried unanimously. Commissioner Gydesen absent.**

**Motion by Commissioner Turner, seconded by Commissioner Nehmer to approve the Probate/Family Court Youth Detention/Mental Health Program as presented. Recommendation carried unanimously. Commissioner Gydesen absent.**

**Motion by Commissioner Turner, seconded by Commissioner Nehmer to approve the Probate/Family Court Change Program as presented. Recommendation carried unanimously. Commissioner Gydesen absent.**

**Motion by Commissioner Nehmer, seconded by Commissioner Turner to approve the Probate/Family Court Child Care Fund FY26 Budget as presented. Recommendation carried unanimously. Commissioner Gydesen absent.**

**Clerk Kofile Presentation**

Tracey Cochran, County Clerk, along with Clark Yosin, Kofile Account Executive, provided an update on the vital records indexes that have been restored and returned to the Clerk's Office. During the presentation Clerk Cochran dedicated the vital record indexes to Retired County Clerk, Karen Bluhm.

**Jail Certified Nursing Assistant Part-Time Temporary Position**

Tim Ladd, Administrator/Controller, requested board approval to hire a temporary part-time Certified Nursing Assistant at the jail to accommodate an inmate's health condition. Discussion held.

**Motion by Commissioner Michell, seconded by Commissioner Turner to approve a temporary part-time Certified Nursing Assistant (CNA) position at the jail. Recommendation carried unanimously. Commissioner Gydesen absent.**

**County 2026 Budget – Opt-Out Payment Increases**

Tim Ladd, Administrator/Controller, requested board direction on increasing the opt-out insurance payments. A survey was sent to employees to see if there would be any savings. Discussion held.

**Union Contracts Opt-Out Payment Increases Letters of Understanding**

No discussion or action taken.

**Policy – Insurance**

No discussion or action taken.

**Grant Housing Emergency Repair Program Set Annual Public Hearing**

Tim Ladd, Administrator/Controller, requested the board to set the date for the Grant Housing Emergency Repair Program. The hearing will be at 9:00 a.m. on August 19, 2025.

**Opioid Lawsuit Participation Settlements**

Tim Ladd, Administrator/Controller, requested board direction on whether to participate in the opioid lawsuit settlements. Discussion held.

**Motion by Commissioner Turner, seconded by Commissioner Nehmer to approve participating in the Opioid Lawsuit Settlement with Purdue Bankruptcy & Sackler. Recommendation carried unanimously. Commissioner Gydesen absent.**

**Motion by Commissioner Turner, seconded by Commissioner Nehmer to approve participating in the Opioid Lawsuit Settlement with Alvogen, Amneal Apotex, Kima, Indivior, Mylan Sun and Zydus. Recommendation carried unanimously. Commissioner Gydesen absent.**

**FOIA Appeal Austin Bancroft**

Tim Ladd, Administrator/Controller, requested board direction on a FOIA Appeal submitted by Austin Bancroft. Discussion held.

**Motion by Commissioner Turner, seconded by Commissioner Nehmer to approve to deny the FOIA appeal by Austin Bancroft as all documents requested have been provided. Recommendation carried unanimously. Commissioner Gydesen absent.**

Other Business: None

Public Comments: Rhonda Lange, Reed City resident, commented on closing and occupancy dates once the sale of the C.O.A. Tustin Building has been finalized.

Employee Comment: Commissioner Custer inquired about the closing of the C.O.A. Tustin Building.

Motion by Commissioner Turner, seconded by Commissioner Nehmer to adjourn at 10:29 a.m. Motion unanimously carried.

---

Tracey Cochran, County Clerk

---

Mark Gregory, Chairman

**DRAFT**

COUNTY OF OSCEOLA  
BOARD OF COMMISSIONERS  
HEALTH, SAFETY & GROUNDS COMMITTEE  
MINUTES  
August 5, 2025

The meeting was called to order by Chairperson Turner at 12:00 p.m. at the Osceola County Administration Building.

Members Present: Commissioners David Turner, Scott Stieg, Russ Nehmer  
Members Absent: None  
Others: Tim Ladd-County Administrator/Controller, Mark Cool-Sheriff

Additions or Deletions: None

**Agenda: Motion by Commissioner Nehmer, seconded by Commissioner Stieg to approve the agenda. Motion carried unanimously.**

Public Comments: None

Employee Comments: None

**Minutes: Motion by Commissioner Nehmer, seconded by Commissioner Stieg to approve the minutes of July 1, 2025. Motion carried unanimously.**

Old Business:

The committee toured the Courthouse. Discussion was held on various security items.

New Business:

Courthouse Security: Cameras in Stairs, and Elevator - The committee discussed placing cameras in the stairwells and any other blind areas in the courthouse.

Parking Lot Quotes for the Health/EMD/Building Dept./Parks Building - The committee reviewed and discussed the quotes that were submitted.

**Motion by Commissioner Stieg, seconded by Commissioner Nehmer to approve the quote from B&E Coating Services for \$20,755.00 for asphalt repair/seal at the Health/EMD/Building Dept./Parks Building. Motion carried unanimously.**

Other Business: None

Employee Comment: None

Extended Public Comments: None

**Motion by Commissioner Steig, seconded by Commissioner Nehmer to adjourn at 1:02 p.m. Motion was unanimously approved.**

Respectfully submitted,

Tim Ladd  
County Administrator/Controller



P.O. Box 25 Reed City, MI 49677  
 231 832-6172  
[Osceolaemd@gmail.com](mailto:Osceolaemd@gmail.com) / [www.osceolaemd.us](http://www.osceolaemd.us)

|                                                   |                                  |                                                                                       |
|---------------------------------------------------|----------------------------------|---------------------------------------------------------------------------------------|
| ORIGINATOR:<br><b>Mark Watkins, EM Director</b>   |                                  | BUDGETED / NON-BUDGETED / PARTIALLY BUDGETED<br>Not Applicable – Operational Document |
| REQUESTING OFFICE:<br><b>Emergency Management</b> | REQUEST DATE:<br><b>08/11/25</b> | SUPPORTING DOCUMENTATION:<br><b>FY26 EMPG WORK AGREEMENT</b>                          |

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL, IMPACT, POSSIBLE ALTERNATIVES):

**REQUEST SUMMARY:**

- **REQUEST TO AUTHORIZE THE CEO AND EMERGENCY MANAGEMENT DIRECTOR TO SIGN THE FY2026 MICHIGAN – OSCEOLA COUNTY WORK AGREEMENT / ACTIVITY REPORT.**
- This agreement is required for Osceola County to participate in the State – Federal Emergency Management Performance Grant Program AND to continue as a State recognized program within the State of Michigan.
- The Work Agreement establishes critical activities necessary to ensure compliance with State and Federal programs that ensure that Osceola County is a functioning component of our Nation’s Emergency Management system and meets basic requirements for compliance with state initiatives.
- There is a significant change in format and structure this year due to Presidential/White House Directives regarding a shift from Federal support to State & Local responsibilities (which the board has been previously briefed). This change primarily focuses on national standards & compliance activities via EMD206 guidelines which details national standards from NFPA1660.

**ABOUT THE WORK AGREEMENT**

The Emergency Management Performance Agreement is a formal activity agreement between the Federal Emergency Management Agency – The State Of Michigan – and ultimately, individual emergency management programs (i.e. Osceola County). The agreement ensures a cohesive emergency management structure and critical activities that serve to ensure an effective system for emergency mitigation, preparedness, response, and recovery. The work agreement serves as the minimum level for a jurisdiction’s emergency management program to be recognized by the State of Michigan. In exchange, the State ‘passes through’ a percentage of funding to reimburse the jurisdiction for those activities based off a EMPG grant that is awarded during the EMPG process

**Important Notes:**

1. The White House Directive and recent emergency liability legislation has had a DRAMATIC impact on local jurisdiction liability, scope of emergency management activities, and the resulting requirements of the work agreement. Ultimately, emergency management is the responsibility of the jurisdiction’s board at the local level – the work agreement now refers to standards & laws associated.
2. The Work Agreement does establish the responsibility for the EM program to coordinate activities under direction / advisement of the MSP-EMD District Coordinator to ensure those critical



Director Mark Watkins

Coordinator Stacey Hayner



P.O. Box 25 Reed City, MI 49677

231 832-6172

[Osceolaemd@gmail.com](mailto:Osceolaemd@gmail.com)

[www.osceolaemd.us](http://www.osceolaemd.us)

activities are getting done to ensure State / Local Interface

3. A common misconception of EMPG is that 'opting out' relieves the jurisdiction from a variety of EM requirements that would lessen 'State Requirements' and thus lesson activities, workload, etc. The fact is that emergency management is a direct responsibility of government boards with the EMPG activities translating from either State/Federal laws, legal precedent, or national standards which are increasing significantly year after year.
4. A full briefing of Emergency Management activities are included in the annual service report provided to the public & LEPT each year.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                         |                                               |                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|---------------------------------------------------------------------|
| EMHSD-31<br>Michigan State Police<br>Emergency Management and<br>Homeland Security Division                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Jurisdiction Name: _____<br><br>Fiscal Year (FY) 2026<br><br><b>Local Emergency Management Program (LEMP)</b><br><br><b>Work Agreement and Quarterly Report Outline</b> |                                               | <input type="checkbox"/> Work Agreement<br><br>Due: October 1, 2025 |
| Purpose                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                         |                                               |                                                                     |
| <p>The <b>LEMP Work Agreement</b> and <b>Quarterly Report Outline</b> defines the scope of work for a sustainable and effective emergency management (EM) program in the State of Michigan. The work agreement must be signed annually by the jurisdiction's Chief Elected Official (CEO), the Emergency Management Coordinator (EMC), the Michigan State Police (MSP) District Coordinator (DC), and the EM Program Manager, where applicable.</p> <p>By signing the work agreement, the jurisdiction is certifying their commitment to maintaining the minimum standards of an effective EM program in the State of Michigan. The jurisdiction also agrees to comply with quarterly reporting requirements, providing details on the EM program's activities in relation to the standards outlined in the Quarterly Report Outline section of this document.</p> <p>Quarterly reporting is completed in an online survey and will follow the format and schedule included in this work agreement. Quarterly reporting is required by EM programs that meet the criteria defined under the Administrative Rules for State Assistance to Counties and Municipalities to Public Act 390 of 1976, as amended, MCL 30.419 (P.A. 390). Specific activities included in the Quarterly Report Outline are required to be completed and are identified as required in the outline. Performance based activities that are not required, but serve as standards to enhance program effectiveness, are also labeled accordingly. Regardless of designation, all activities must be reported on in the quarterly reports. Activities for each standard were established by a group of local and state EM subject matter experts who maintain a baseline set of standards for EM programs in Michigan.</p> <p>Note: Jurisdictions receiving Emergency Management Performance Grant (EMPG) funding must maintain all grant documentation, including a signed copy of the LEMP Work Agreement, for three years after the federal award is closed. The EMPG has a three-year period of performance. Please verify exact dates for specific grant years by contacting the MSP, Emergency Management and Homeland Security Division (EMHSD).</p> |                                                                                                                                                                         |                                               |                                                                     |
| SIGNATURE OF CHIEF ELECTED OFFICIAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | DATE                                                                                                                                                                    | SIGNATURE OF EMERGENCY MANAGEMENT COORDINATOR | DATE                                                                |
| SIGNATURE OF EMERGENCY MGMT. PROGRAM MANAGER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | DATE                                                                                                                                                                    | SIGNATURE OF DISTRICT COORDINATOR             | DATE                                                                |

# Quarterly Report Outline

## Overview

The following pages provide an outline of required reporting for LEMP activities. Each section provides a definition of the overall objective and lists activities, designed to measure progress toward meeting the objectives. The reporting tables include the following details (column titles, as presented left to right):

- Activity – These are the activities that will be reported on, and which programs should be completing or working towards.
- Report Outline – Questions that will be displayed with the quarterly reporting process via an online survey.
- Reporting Schedule – Notes which quarter(s) each question will be asked.
- Designation – Identifies if the activity is required to be completed or if it is something the jurisdiction should be working towards achieving.
  - o Activities designated “Required”, each LEMP is expected to accomplish the task within the given timeframe.
  - o Activities marked with “Perform” are performance-based. Perform indicates the activity should be pursued, but it is understood each program has varying resources to dedicate towards the activity.

The reporting quarters follow the State of Michigan FY:

| Quarter   | Reporting Period         | Submission Deadline |
|-----------|--------------------------|---------------------|
| Quarter 1 | October 01 - December 31 | January 10          |
| Quarter 2 | January 01 - March 31    | April 10            |
| Quarter 3 | April 01 - June 30       | July 10             |
| Quarter 4 | July 01 - September 30   | October 10          |

Additional guidance on each standard included in this document can be found in the 2026 Supplemental Guidance to the LEMP Work Agreement on the MSP/EMHSD website: [Emergency Management Performance Grant](#)

## Section 1: Administration and Finance

The EMC shall ensure that the jurisdiction promulgates laws, ordinances, resolutions, policies, and procedures to carry out emergency financial and administrative responsibilities. The local emergency manager shall provide a copy of their job description(s) that incorporate their EM activities. Emergency Management (EM) activities of the EMC and other response personnel shall be identified in the EM ordinance, resolution, and county plans.

| Quarterly Reporting: Administration and Finance                                     |                                                                                                              |                       |                                    |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------------|------------------------------------|
| Activity                                                                            | Report Outline                                                                                               | Reporting Schedule    | Designation                        |
| Submit <b>2026</b> LEMP work agreement documents to EMHSD by <b>10/01/25</b> .      | EMHSD-31 Form Submitted: Yes/No<br>Position Description Submitted: Yes/No<br>EMHSD-17 Form Submitted: Yes/No | Quarter 1             | Required<br>Required<br>Required*  |
| Complete the <a href="#">FY 26 Executive Compensation</a> form by <b>10/01/25</b> . | Executive Compensation form was submitted: Yes/No                                                            | Quarter 1             | Required*                          |
| Submit the EMPG quarterly expense report timely and with required signatures.       | Emergency Management Performance Grant (EMPG) quarterly expense reports were submitted: Yes/No               | Quarters 1, 2, 3, & 4 | Required*                          |
| Submit for 2027 LEMP work agreement documents to EMHSD by <b>10/1/26</b> .          | EMHSD-31 Form Submitted: Yes/No<br>Position Description Submitted: Yes/No<br>EMHSD-17 Form Submitted: Yes/No | Quarter 4             | Required<br>Required*<br>Required* |
| Complete the <a href="#">FY 27 Executive Compensation</a> form by <b>10/1/26</b> .  | Executive Compensation form was submitted: Yes/No                                                            | Quarter 4             | Required*                          |

**NOTE:** Items marked with an asterisk are only required for emergency management programs that received EMPG funding.

## Section 2: Laws and Authorities

The EM Program shall comply with the Michigan Emergency Management Act (P.A. 390 of 1976 as amended) and applicable laws and regulations and have a local EM resolution.

| Quarterly Reporting: Laws and Authorities                             |                                                                                                                                                                  |                       |             |
|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------|
| Activity                                                              | Report Outline                                                                                                                                                   | Reporting Schedule    | Designation |
| Attend quarterly district EM meetings                                 | Quarterly meeting attended: Yes/No                                                                                                                               | Quarters 1, 2, 3, & 4 | Perform     |
| Report attendance at EM and Emergency Support Function (ESF) meetings | <i>Meeting Type / Focus, Number of Meetings per ESF:</i><br><input type="checkbox"/> ESF #1 - Transportation<br><input type="checkbox"/> ESF #2 - Communications | Quarters 1, 2, 3, & 4 | Perform     |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  | <input type="checkbox"/> ESF #3 - Public Works and Engineering<br><input type="checkbox"/> ESF #4 - Firefighting<br><input type="checkbox"/> ESF #5 - Information and Planning<br><input type="checkbox"/> ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services<br><input type="checkbox"/> ESF #7 - Logistics<br><input type="checkbox"/> ESF #8 - Public Health and Medical Services<br><input type="checkbox"/> ESF #9 - Search and Rescue<br><input type="checkbox"/> ESF #10 - Oil and Hazardous Materials<br><input type="checkbox"/> ESF #11 - Agriculture and Natural Resources<br><input type="checkbox"/> ESF #12 - Energy<br><input type="checkbox"/> ESF #13 - Public Safety and Security<br><input type="checkbox"/> ESF #14 - Cross-Sector Business and Infrastructure<br><input type="checkbox"/> ESF #15 - External Affairs<br><input type="checkbox"/> Local<br><input type="checkbox"/> District<br><input type="checkbox"/> Regional<br><input type="checkbox"/> State<br><input type="checkbox"/> Federal |  |  |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

## Section 3: Threat and Hazard Identification, Risk Assessment, and Consequence Analysis

The jurisdiction shall continually identify natural and human-caused hazards that potentially impact the jurisdiction. The jurisdiction shall also assess the risk and vulnerability of people, property, the environment, and its own operations from these hazards. The jurisdiction should also conduct a consequence analysis for significant hazards, to consider their impact on the public, responders, continuity of operations that include the delivery of services; property, facilities, and infrastructure; the environment; the economic condition of the jurisdiction, and public confidence in the jurisdiction's governance.

| Quarterly Reporting: Threat and Hazard Identification, Risk Assessment, and Consequence Analysis                                                                                                                                 |                                                                                                                                                                                                                                                   |                       |             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------|
| Activity                                                                                                                                                                                                                         | Report Outline                                                                                                                                                                                                                                    | Reporting Schedule    | Designation |
| Document threat and hazard identification, risk assessment, or consequence analysis activities.                                                                                                                                  | <i>Type of Risk Assessment Completed and Number of Assessments Reviewed/Completed:</i><br><input type="checkbox"/> County<br><input type="checkbox"/> Municipal<br><input type="checkbox"/> Facilities<br><input type="checkbox"/> Special Events | Quarters 1, 2, 3, & 4 | Perform     |
| Did you utilize the Cybersecurity and Infrastructure Security Agency's (CISA) Gateway tool for any of the hazard identification, risk assessment, or consequence analysis activities performed <b>during the past 12 months?</b> | Cybersecurity and Infrastructure Security Agency's (CISA) Gateway tool utilized: Yes/No                                                                                                                                                           | Quarter 4             | Perform     |

## Section 4: Hazard Mitigation

The EMC should participate in activities to eliminate hazards or mitigate the effects of hazards that cannot be reasonably prevented. If the jurisdiction intends to receive mitigation funds, then the EMC shall ensure that the jurisdiction's hazard mitigation plan (HMP) is developed and updated every five years.

| Quarterly Reporting: Hazard Mitigation                                                                              |                                                                                                                                                                                                                                                                                                  |                       |             |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------|
| Activity                                                                                                            | Report Outline                                                                                                                                                                                                                                                                                   | Reporting Schedule    | Designation |
| Document whether your community has developed an HMP.                                                               | Hazard Mitigation Plan (HMP): Yes/No/Adopted County Plan                                                                                                                                                                                                                                         | Quarter 1             | Required    |
| Confirm the date of the jurisdiction's HMP.                                                                         | Plan is expired: Yes/No<br>Expiration Date: ____ / ____ / ____                                                                                                                                                                                                                                   | Quarter 1             | Required    |
| Schedule and host the required annual hazard mitigation planning committee meeting by <b>September 30.</b>          | Annual planning committee meeting was scheduled: Yes/No<br>Annual planning committee meeting was held: Yes/No                                                                                                                                                                                    | Quarters 1, 2, 3, & 4 | Required    |
| Based on the current HMP, report the areas where local investments have been made <b>during the past 12 months.</b> | Investments made in the following areas:<br><input type="checkbox"/> Property Acquisitions<br><input type="checkbox"/> Culvert Upgrade<br><input type="checkbox"/> Berm Improvement<br><input type="checkbox"/> Backflow Preventer Installation<br><input type="checkbox"/> Conduit Installation | Quarter 3             | Perform     |

|                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |         |
|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------|
|                                                                                                                                   | <input type="checkbox"/> Detention/Retention Basin installation<br><input type="checkbox"/> Warning Systems<br><input type="checkbox"/> Utility Protection and/or relocation<br><input type="checkbox"/> Structure Elevation<br><input type="checkbox"/> Stream Bank Stabilization<br><input type="checkbox"/> Dune Stabilization<br><input type="checkbox"/> Community saferoom                                                                                                                                                                                                                                                                      |           |         |
| Document appropriate steps taken by your jurisdiction to create a new or update an expired plan <b>during the past 12 months.</b> | Check appropriate steps.<br><input type="checkbox"/> Assemble a local planning team.<br><input type="checkbox"/> Collect information about local hazard risks and impacts.<br><input type="checkbox"/> Identify vulnerabilities.<br><input type="checkbox"/> Review, verify, proofread, or edit the plan.<br><input type="checkbox"/> Offer the document for stakeholder or public review.<br><input type="checkbox"/> Meeting(s) to identify or select hazard mitigation actions.<br><input type="checkbox"/> Describe the details of action item implementation.<br><input type="checkbox"/> Official plan adoption by participating jurisdictions. | Quarter 4 | Perform |

## Section 5: Prevention

The EMC has a strategy among disciplines to coordinate prevention activities, monitor the identified threats and hazards, and adjust the level of prevention activity commensurate with the risk, and has procedures for exchanging information between internal and external stakeholders to prevent incidents.

| Quarterly Reporting: Prevention                                                                        |                                                                                                                                                                                    |                    |             |
|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------|
| Activity                                                                                               | Report Outline                                                                                                                                                                     | Reporting Schedule | Designation |
| Identify prevention activities that the jurisdiction participated in <b>during the past 12 months.</b> | <i>Check all that apply.</i><br><input type="checkbox"/> Assigning prevention activities to each agency identified in the jurisdiction's basic plan portion of the emergency plan. | Quarter 4          | Perform     |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  | <input type="checkbox"/> Establishing a jurisdiction-wide prevention activities coordinator to coordinate with all agencies in prevention activities.<br><input type="checkbox"/> Participating in the Homeland Security Information Network.<br><input type="checkbox"/> Developing a Critical Infrastructure Protection Plan and identifying roles and responsibilities.<br><input type="checkbox"/> Utilizing the Michigan Critical Incident Management System (MI CIMS) or another monitoring system to identify and coordinate prevention activities within the EOC.<br><input type="checkbox"/> Establishing procedures that coordinate reporting with the Michigan Intelligence Operations Center (MIOC) regional liaison and MIOC.<br><input type="checkbox"/> Developing and implementing information sharing procedures.<br><input type="checkbox"/> Other: _____ |  |  |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

## Section 6: Operational Planning

The EMC shall ensure the jurisdiction is compliant with P.A. 390 of 1976, as amended, by maintaining a current Emergency Operation Plan (EOP) or Emergency Action Guidelines (EAG) that meets the criteria in the MSP/EMHSD Publication (Pub) 201a. The EMC shall verify that each jurisdiction whose population exceeds 10,000 also complies with P.A. 390 of 1976, as amended, by maintaining an emergency support plan. The local emergency manager must verify that the EOP (or EAG), and supplemental emergency support plans are updated every four years. The EMC will ensure that the jurisdiction's current CEO has signed the updated/revised EOP, EAG, and emergency support plans.

| Quarterly Reporting: Operational Planning                                                                            |                                                                  |                       |             |
|----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-----------------------|-------------|
| Activity                                                                                                             | Report Outline                                                   | Reporting Schedule    | Designation |
| Report the number of Local Planning Team (LPT) meetings that occurred.                                               | Attended/Hosted #_____ LPT meetings.                             | Quarters 1, 2, 3, & 4 | Perform     |
| Confirm if the jurisdiction's EOP/EAG is current and identify if the plan will expire within the <b>current FY</b> . | EOP/EAG is current: Yes/No<br>Expiration Date: ____/____/____    | Quarter 1             | Required    |
| Identify EOP/EAG annexes that were reviewed and/or updated during the quarter.                                       | Total Annexes in the EOP/EAG: #_____<br>Reviewed Annexes: #_____ | Quarters 1, 2, 3, & 4 | Perform     |

|                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                          |                       |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------|
| Ensure any section/annex updates are in compliance with Pub 201a.                                                                                                                                                                                                                                                  | Annexes Updated: # ____                                                                                                                                                                                                                  |                       |           |
| Report participation in EM activities with school officials.                                                                                                                                                                                                                                                       | <i>School Activities/Number of Activities:</i><br><input type="checkbox"/> Planning: # ____<br><input type="checkbox"/> Seminars: # ____<br><input type="checkbox"/> Outreach: # ____<br><input type="checkbox"/> Special Events: # ____ | Quarters 1, 2, 3, & 4 | Perform   |
| Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, identified by MSP/EMHSD. Ensure that the plan is signed by the current CEO. Emergency Management (EM) programs are encouraged to submit new or updated support plans to the DC.                                | Total Support Plans: # ____<br>Current plans: # ____<br><input type="checkbox"/> Does Not Apply                                                                                                                                          | Quarter 1             | Required  |
| Verify that the CEO original signature is current in the EOP/EAG, if new CEO, forward contact information to the DC.                                                                                                                                                                                               | EAG CEO signature is current: Yes/No<br>Current CEO contact information was sent to DC: Yes/No<br><input type="checkbox"/> Does not apply                                                                                                | Quarter 2             | Required  |
| Report the status of Superfund Amendments and Reauthorization Act (SARA) Title III plans and report any noncompliant areas.                                                                                                                                                                                        | Total Sites: # ____<br>Total Plans: # ____<br>Noncompliant Areas: ____<br><input type="checkbox"/> Does not apply                                                                                                                        | Quarter 3             | Required  |
| Host four Local Emergency Planning Committee (LEPC) meetings by <b>September 30</b> (within the FY).                                                                                                                                                                                                               | Hosted four LEPC meetings within the fiscal year: Yes/No                                                                                                                                                                                 | Quarter 4             | Required  |
| Track and record receipt of each school's scheduled drill days for all school buildings operated by the school, school district, intermediate school district, or public academy for the <b>2025-2026</b> school year by <b>September 15</b> . Distribute list to appropriate emergency response personnel and DC. | Scheduled drill dates were tracked and recorded: Yes/No<br>Drill schedule dates were distributed: Yes/No                                                                                                                                 | Quarter 4             | Required* |

**NOTE:** \*This item should be conducted in compliance with Michigan Public Act 12 of 2014, codified at Mich. Comp. Laws §29.19. Items in this section marked with an asterisk are only required of County EMCs. Scheduled school drill dates received by the EMC should be distributed to appropriate emergency response personnel in each district.

## Section 7: Incident Management

The EMP shall comply with Homeland Security Presidential Directive/HS GP-5, and Executive Directive 2005-09 by formally adopting the National Incident Management System (NIMS) to provide for efficient and effective emergency response operations amongst multiple agencies and jurisdictions. The program shall establish a means of interfacing on-scene incident management with the jurisdiction's EOC.

| Quarterly Reporting: Incident Management                                                        |                                                                                                                                                   |                       |             |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------|
| Activity                                                                                        | Report Outline                                                                                                                                    | Reporting Schedule    | Designation |
| Update EOC call list, including the CEO, and submit a copy to the DC by the end of the quarter. | Emergency Operations Center (EOC) call list is updated: Yes/No<br>Emergency Operations Center (EOC) call list has been sent to the DC: Yes/No     | Quarters 1, 2, 3, & 4 | Perform     |
| Perform an EOC call out for a drill or an actual event by <b>September 30</b> .                 | Emergency Operations Center (EOC) call out drill has been performed: Yes/No                                                                       | Quarter 4             | Perform     |
| Conduct EOC orientation session by <b>September 30</b> .                                        | Changes have been made: Yes/No<br>Changes have been sent to the DC: Yes/No<br>Emergency Operations Center (EOC) orientation was conducted: Yes/No | Quarter 4             | Perform     |
| Submit the EMHSD-071 NIMS Implementation Certification by <b>September 30</b> .                 | EMHSD-071 submitted by September 30: Yes/No                                                                                                       | Quarter 4             | Required    |

## Section 8: Resource Management, Logistics, and Mutual Aid

The EMC shall ensure that the jurisdiction is compliant with the NIMS resource management requirements including identification, location, acquisition, storage, maintenance, distribution, and accounting for services and materials, to address hazards identified in the jurisdiction. The EMC should also develop Mutual Aid Agreements (MAA)/Memoranda of Understanding (MOUs) and promote memberships in the Michigan Emergency Management Assistance Compact (MEMAC) to address resource shortfalls and reduce resource gaps in the jurisdiction.

| Quarterly Reporting: Resource Management, Logistics, and Mutual Aid                                                                                                                              |                                                                                                                           |                    |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|--------------------|-------------|
| Activity                                                                                                                                                                                         | Report Outline                                                                                                            | Reporting Schedule | Designation |
| Train and track EMPG-funded personnel in accordance with the National Qualification System (NQS).                                                                                                | Emergency Management Performance Grant (EMPG)-funded personnel are trained and tracked in accordance with the NQS? Yes/No | Quarter 1          | Required*   |
| Report new, updated, or current MAA/MOUs within the emergency management program <b>during the past 12 months.</b>                                                                               | New MAA/MOUs: # _____<br>Updated MAA/MOUs: # _____<br>Current MAA/MOUs: # _____                                           | Quarter 4          | Perform     |
| Report any MEMAC membership additions that occurred <b>during the past 12 months.</b>                                                                                                            | Michigan Emergency Management Assistance Compact (MEMAC) Member Name:                                                     | Quarter 4          | Perform     |
| Verify that the jurisdiction's NIMS typed resources are identified and inventoried and complete the resource portion of form EMHSD-071 NIMS Implementation Certification by <b>September 30.</b> | National Incident Management System (NIMS) typed resources are identified and inventoried: Yes/No                         | Quarter 4          | Perform     |

**NOTE:** Items marked with an asterisk are only required for emergency management programs that received EMPG funding.

## Section 9: Communications and Warning

The EMC shall ensure that the jurisdiction communicates both internally and externally with all EMP stakeholders and emergency personnel. The local emergency manager shall disseminate disaster related information, and emergency alerts and warnings to response personnel, EOC staff, state and federal government officials, and the public. The EMP should have alert and warning plans and procedures that include analysis and decision-making protocols for sending an alert, public alert message writing best practices, procedures for coordination, review, and approval of message delivery, as well as plans for training on and exercising alert dissemination through Integrated Public Alert & Warning System (IPAWS), if available. Their communication systems should be interoperable with other communication systems.

| Quarterly Reporting: Communications and Warning                                                                                                                                         |                                                                                                                                                                                                                                                  |                       |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------|
| Activity                                                                                                                                                                                | Report Outline                                                                                                                                                                                                                                   | Reporting Schedule    | Designation |
| Identify the primary and backup public alerting system used in the jurisdiction, (i.e., Emergency Alert System (EAS) and Wireless Emergency Alerts (WEA), sirens, weather radio, etc.). | Primary Public Alerting System: _____<br>Backup Public Alerting System: _____                                                                                                                                                                    | Quarter 1             | Perform     |
| Identify the primary and backup public opt-in mass notification systems used in the jurisdiction.                                                                                       | Primary Mass Notification System: _____<br>Backup Mass Notification System: _____                                                                                                                                                                | Quarter 1             | Perform     |
| Participated in monthly IPAWS proficiency demonstrations with the IPAWS Test Lab.                                                                                                       | Integrated Public Alert & Warning System (IPAWS) Proficiency Demonstrations Completed: yes/no<br><input type="checkbox"/> Does not apply                                                                                                         | Quarters 1, 2, 3, & 4 | Required*   |
| Participated in communications drills or exercises.                                                                                                                                     | Type of drills or exercises:<br><input type="checkbox"/> None<br><input type="checkbox"/> 800 MHz<br><input type="checkbox"/> AUXCOMM<br><input type="checkbox"/> Other Radios<br><input type="checkbox"/> Other communication tests / exercises | Quarters 1, 2, 3, & 4 | Perform     |
| Meet with Local Emergency Communications Committee (LECC)/Michigan Association of Broadcasters (MAB) area representatives between by <b>September 30</b> .                              | Local Emergency Communications Committee (LECC)/ MAB regional meetings were held: Yes/No                                                                                                                                                         | Quarter 4             | Perform     |
| Review and compare your jurisdiction's alert and warning plan for compliancy with the regional EAS plan by <b>September 30</b> .                                                        | Jurisdiction has an alert and warning plan: Yes/No<br>Jurisdiction's plan was compared with the regional EAS Plan: Yes/No                                                                                                                        | Quarter 4             | Perform     |

**NOTE:** \*Answer the monthly IPAWS proficiency question for your jurisdiction, even if the testing is not completed by the EMC. If your jurisdiction is not yet an IPAWS Alerting Authority, select Not Applicable (N/A) as your response.

## Section 10: Operations, Procedures, and Facilities

The EMC shall develop procedures that reflect operational priorities including life, safety, health, property protection, environmental protection, restoration of essential utilities, and restoration of essential functions and coordination among all levels of government. Procedures shall also be developed to guide situation and Damage Assessment (DA), situation reporting, and incident action planning. The EMP shall have a primary

facility EOC capable of coordinating and supporting response and recovery operations. The EOC shall have activation, operation, and deactivation procedures that are updated regularly.

| Quarterly Reporting: Operations, Procedures, and Facilities                                                                                                                                                                      |                                                                                                                                                     |                    |             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------|
| Activity                                                                                                                                                                                                                         | Report Outline                                                                                                                                      | Reporting Schedule | Designation |
| Verify that the procedures for Requesting a Governor's Emergency or Disaster Declaration and State Assistance are up to date in the jurisdiction's plans or procedures by <b>December 31</b> .                                   | Procedures are up to date in plans or procedures: Yes/No                                                                                            | Quarter 1          | Perform     |
| Report updates to EOC activation procedures for the jurisdiction's EOC and provide a copy to the DC by <b>December 31</b> .                                                                                                      | Emergency Operations Center (EOC) activation, operation, and deactivation procedures are current: Yes/No<br>Procedures have been sent to DC: Yes/No | Quarter 1          | Perform     |
| Ensure that procedures for declaring a local "State of Emergency" and requesting a Governor's Emergency or disaster declaration, and state assistance are reviewed with the jurisdiction's public officials by <b>March 31</b> . | Procedures have been reviewed with public officials: Yes/No                                                                                         | Quarter 2          | Perform     |
| Report any major updates to EOC activation, operation, and deactivation procedures                                                                                                                                               | Major updates have been made: Yes/No<br>Major updates have been sent to DC: Yes/No                                                                  | Quarters 2, 3, & 4 | Perform     |

## Section 11: Training

The EMC shall have a formal, documented training program composed of training needs, assessment, curriculum, course evaluation, and records of training. Necessary training includes the Professional Development Series, MI CIMS, DA, and NIMS training courses. The local emergency manager shall complete the **Quarterly Training and Exercise Reporting Worksheet (EMD-065) in Smartsheet** and promote available EM training courses for all personnel, including EOC staff, specific to their responsibilities.

| Quarterly Reporting: Training                                                  |                                                                     |                    |             |
|--------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------|-------------|
| Activity                                                                       | Report Outline                                                      | Reporting Schedule | Designation |
| Promote Michigan's Professional Emergency Manager program and related courses. | Emergency management (EM) course schedule has been promoted: Yes/No | Quarter 2 & 4      | Perform     |

## Section 12: Exercises, Evaluations, and Corrective Actions

The EMP shall have a documented exercise program that regularly tests the skills, abilities, and experience of emergency personnel, as well as plans, policies, procedures, equipment, and facilities. Exercises will comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program. The local emergency manager shall track all exercises on the **EMD-065 Quarterly Training and Exercise Report form in Smartsheet**, including the type, grant funding, and number of participants. An **EMD-006 Annual Training and Exercise Plan Worksheet** must be submitted by the local emergency manager by the end of the FY to ensure that each EMP is meeting annual exercise requirements.

All LEMPs must participate in no fewer than one exercise in the 12-month FY. Participation includes roles as exercise director, player, evaluator, controller, and assisting as a player in a simulation cell. Observation of an exercise will not count as participation. The EMD-065 must be submitted by the local emergency manager by the end of each quarter to track the progress of this requirement.

No fewer than one exercise must be conducted within the funded jurisdiction and test the local program EOP. By authority conferred on the director of the department of state police by Section 19 of 1976 P.A. 390, as amended, MCL 30.419). Per R 30.51 (Admin Code) each program shall have "(D) An exercise that tests the EOP at least once each fiscal year (October 1 to September 30)."

At least one After Action Report and Improvement Plan (AAR/IP) for an exercise that tests the local jurisdiction or program's EOP must be submitted to EMHSD each FY. Efforts should be made to submit the AAR/IP within 90 days of the exercise conclusion. It is requested that all AAR/IPs be submitted to EMHSD for tracking purposes.

| Quarterly Reporting: Exercises, Evaluations, and Corrective Actions                               |                                    |                       |             |
|---------------------------------------------------------------------------------------------------|------------------------------------|-----------------------|-------------|
| Activity                                                                                          | Report Outline                     | Reporting Schedule    | Designation |
| Submit EMD-065 – Quarterly Training and Exercise Report.                                          | EMD-065 has been submitted: Yes/No | Quarters 1, 2, 3, & 4 | Perform     |
| Develop and submit EMD-006 – Annual Training and Exercise Plan Worksheet by <b>September 30</b> . | EMD-006 has been submitted: Yes/No | Quarter 4             | Perform     |

## Section 13: Crisis Communications, Public Education, and Information

The EMP provides preparedness information and education to the public concerning threats to life, safety, and property. These activities include information about specific threats, appropriate preparedness measures, actions to mitigate the threats, including protective actions, updating the public website, and promoting hazard awareness weeks and MIREADY campaigns.

| Quarterly Reporting: Crisis Communications, Public Education, and Information                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------|
| Activity                                                                                                                                                                                                                                                   | Report Outline                                                                                                                                                                                                                                                                                                                                                                                                                               | Reporting Schedule    | Designation |
| <p>Document efforts to educate the public about preparedness activities occurring.</p> <p>Reporting about outreach activities includes data presented in person and through the media (could include print, broadcast, social media, in-person, etc.).</p> | <p><i>Outreach:</i><br/>           Estimated number of outreach activities: # _____</p> <p> <input type="checkbox"/> Awareness Weeks<br/> <input type="checkbox"/> Speaking Engagement<br/> <input type="checkbox"/> See Something/Say Something<br/> <input type="checkbox"/> Signs of Terrorism<br/> <input type="checkbox"/> Ok2Say<br/> <input type="checkbox"/> Social Media Campaigns<br/> <input type="checkbox"/> Other         </p> | Quarters 1, 2, 3, & 4 | Perform     |
| Report on Citizen Corps activity                                                                                                                                                                                                                           | <p><i>Participated in Citizen Corps Activities:</i><br/>           Training: yes/no<br/>           Deployment/Activation: yes/no</p>                                                                                                                                                                                                                                                                                                         | Quarters 1, 2, 3, & 4 | Perform     |

## Section 14: Other - Unscheduled Emergency Management Activities

| Quarterly Reporting: Other - Unscheduled Emergency Management Activities |                |                    |             |
|--------------------------------------------------------------------------|----------------|--------------------|-------------|
| Activity                                                                 | Report Outline | Reporting Schedule | Designation |
|                                                                          |                |                    |             |
|                                                                          |                |                    |             |
|                                                                          |                |                    |             |
|                                                                          |                |                    |             |
|                                                                          |                |                    |             |
|                                                                          |                |                    |             |

# Appendix

## MSP/EMHSD Contacts

| First Name  | Last name   | Email                                                                  | Phone Number | Position                             |
|-------------|-------------|------------------------------------------------------------------------|--------------|--------------------------------------|
| Lt. Charles | Barker      | <a href="mailto:BarkerC@michigan.gov">BarkerC@michigan.gov</a>         | 810-233-8466 | District 3 Coordinator               |
| Mr. Jack    | Calhoun III | <a href="mailto:CalhounJ1@michigan.gov">CalhounJ1@michigan.gov</a>     | 517-897-6120 | State Training Officer               |
| Lt. Josh    | Collins     | <a href="mailto:CollinsJ1@michigan.gov">CollinsJ1@michigan.gov</a>     | 517-202-5545 | District 5 Coordinator               |
| Lt. Michael | deCastro    | <a href="mailto:DecastroM@michigan.gov">DecastroM@michigan.gov</a>     | 231-499-8266 | District 7 Coordinator               |
| Mr. Jeremy  | Hagerman    | <a href="mailto:HagermanJ3@michigan.gov">HagermanJ3@michigan.gov</a>   | 517-224-6336 | EMPG Coordinator                     |
| Mr. Henrik  | Hollaender  | <a href="mailto:HollaenderH@michigan.gov">HollaenderH@michigan.gov</a> | 517-898-4235 | Local Planner/NIMS/Quarterly Reports |
| Lt. LaMarr  | Johnson     | <a href="mailto:JohnsonL30@michigan.gov">JohnsonL30@michigan.gov</a>   | 248-508-9171 | District 2S Coordinator              |
| Lt. Eric    | Johnson     | <a href="mailto:JohnsonE23@michigan.gov">JohnsonE23@michigan.gov</a>   | 906-298-1431 | District 8 Coordinator               |
| Ms. Deanna  | Johnston    | <a href="mailto:JohnstonD3@michigan.gov">JohnstonD3@michigan.gov</a>   | 517-648-8689 | State Exercise Officer               |
| Lt. Timothy | Ketvirtis   | <a href="mailto:KetvirtisT@michigan.gov">KetvirtisT@michigan.gov</a>   | 517-202-5597 | District 2N Coordinator              |
| Ms. Amanda  | Lung        | <a href="mailto:LungA@michigan.gov">LungA@michigan.gov</a>             | 517-388-8569 | Financial Analyst                    |
| Lt. Orville | Theaker     | <a href="mailto:TheakerO@michigan.gov">TheakerO@michigan.gov</a>       | 269-953-6099 | District 6 Coordinator               |
| Lt. Robert  | Wolf        | <a href="mailto:WolfR2@michigan.gov">WolfR2@michigan.gov</a>           | 517-927-0393 | District 1 Coordinator               |

# Osceola County EMS Report to Osceola County Board of Commissioners

August 19, 2025

Period 6/01/2025 to 6/30/2025

| Transport to Location     | YTD   | Month | Responded to Zone  | YTD | Month | 911 Calls | Transfers | % of 911 Calls YTD |
|---------------------------|-------|-------|--------------------|-----|-------|-----------|-----------|--------------------|
| Corwell Reed City         | 457   | 78    | Burdell Twp        | 44  | 8     | 44        | 0         | 3.57%              |
| Corwell Butterworth       | 348   | 58    | Cedar Twp          | 15  | 2     | 15        | 0         | 1.22%              |
| Corwell Big Rapids        | 192   | 29    | City of Big Rapids | 263 | 42    | 38        | 225       | 3.09%              |
| Munson Cadillac           | 172   | 30    | City of Cadillac   | 61  | 11    | 12        | 49        | 0.97%              |
| Corwell Blodgett          | 97    | 19    | City of Evart      | 119 | 20    | 119       | 0         | 9.67%              |
| Munson Traverse City      | 41    | 8     | City of Reed City  | 647 | 121   | 224       | 423       | 18.20%             |
| Corwell Devos Childrens   | 21    | 3     | Clare County       | 7   | 0     | 7         | 0         | 0.57%              |
| Mid Michigan Clare        | 8     | 0     | Evart Twp          | 60  | 14    | 60        | 0         | 4.87%              |
| Corwell Reed City RNC     | 18    | 4     | Hartwick Twp       | 16  | 1     | 16        | 0         | 1.30%              |
| Reed City Fields Assisted | 6     | 1     | Hersey Twp         | 58  | 12    | 58        | 0         | 4.71%              |
| Mid Michigan Midland      | 1     | 0     | Highland Twp       | 15  | 1     | 15        | 0         | 1.22%              |
| Gerber Memorial Health    | 0     | 0     | Kent County        | 1   | 0     | 0         | 1         | 0.00%              |
| Corwell Zeeland           | 1     | 0     | Lake County        | 9   | 1     | 9         | 0         | 0.73%              |
| Corwell Ludington         | 0     | 0     | LeRoy Twp          | 24  | 3     | 24        | 0         | 1.95%              |
| U of M Health West        | 1     | 0     | Lincoln Twp        | 98  | 12    | 98        | 0         | 7.96%              |
| St Mary's Grand Rapids    | 0     | 0     | Marion Twp         | 40  | 8     | 40        | 0         | 3.25%              |
| Resident                  | 8     | 2     | Mecosta County     | 32  | 8     | 31        | 1         | 2.52%              |
| Other                     | 3     | 1     | Middle Branch Twp  | 67  | 9     | 67        | 0         | 5.44%              |
| Corwell Greenville        | 5     | 0     | Newago County      | 0   | 0     | 0         | 0         | 0.00%              |
| Munson Grayling           | 0     | 0     | Orient Twp         | 40  | 3     | 40        | 0         | 3.25%              |
| Bronson Kalamazoo         | 0     | 0     | Osceola Twp        | 29  | 5     | 29        | 0         | 2.36%              |
| Autumwood of McBain       | 0     | 0     | Other              | 1   | 0     | 1         | 0         | 0.08%              |
| Big Rapids Fields         | 0     | 0     | Richmand Twp       | 86  | 16    | 86        | 0         | 6.99%              |
| Corwell Rheumatology      | 0     | 0     | Rose Lake Twp      | 50  | 9     | 50        | 0         | 4.06%              |
| Hospice Home Care         | 1     | 0     | Sherman Twp        | 47  | 8     | 47        | 0         | 3.82%              |
| Neurosurgery              | 0     | 0     | Sylvan Twp         | 52  | 2     | 52        | 0         | 4.22%              |
| Tustin House              | 3     | 2     | Village of Hersey  | 7   | 1     | 7         | 0         | 0.57%              |
| Grand Oaks                | 0     | 0     | Village of LeRoy   | 10  | 2     | 10        | 0         | 0.81%              |
| My Michigan Health        | 0     | 0     | Village of Marion  | 50  | 15    | 50        | 0         | 4.06%              |
| St Mary's Saginaw         | 0     | 0     | Village of Sears   | 1   | 0     | 1         | 0         | 0.08%              |
| AlterCare of Big Rapids   | 1     | 0     | Village of Tustin  | 19  | 6     | 19        | 0         | 1.54%              |
| Aero Med Corewell         | 0     | 0     | Wexford County     | 0   | 0     | 0         | 0         | 0.00%              |
| Transport Totals:         | 1,384 | 235   | Missaukee County   | 0   | 0     | 0         | 0         | 0.00%              |

Totals

| 911 Calls no Transfers      | YTD | Month |     | YTD  | Month | 911 Totals | Transfers YTD |
|-----------------------------|-----|-------|-----|------|-------|------------|---------------|
| South Half of County        | 784 | 159   | 67% | 1968 | 298   | 1,231      |               |
| North Half of County        | 382 | 70    | 33% |      |       |            |               |
| South West Corner of County | 485 | 93    | 42% |      |       | 1,166      |               |
| South East Corner of County | 299 | 44    | 26% |      |       |            |               |
| North East Corner of County | 189 | 34    | 16% |      |       |            |               |
| North West Corner of County | 199 | 36    | 17% |      |       |            |               |

911 Calls Average Response Time Without Unit in Station

911 Calls Average Response Time

11:23

| Average       | Missing Unit |       |       |       |       |                             |
|---------------|--------------|-------|-------|-------|-------|-----------------------------|
| Response Time | MIC 1        | MIC 2 | MIC 3 | MIC 4 | Echo1 | Location                    |
| 11:08         | 12:41        | 11:09 | 11:02 | 10:28 | 11:07 | South Half of County        |
| 11:55         | 11:24        | 11:12 | 13:28 | 11:14 | 12:22 | North Half of County        |
| 10:24         | 15:20        | 9:55  | 10:23 | 9:14  | 10:24 | South West Corner of County |
| 12:36         | 10:35        | 18:41 | 12:19 | 12:36 | 12:36 | South East Corner of County |
| 10:46         | 9:27         | 9:57  | 12:54 | 10:51 | 11:29 | North East Corner of County |
| 13:00         | 13:29        | 12:14 | 13:49 | 11:52 | 13:09 | North West Corner of County |

| Monthly Statistics       | YTD          | Monthly    |                       | YTD | Monthly |
|--------------------------|--------------|------------|-----------------------|-----|---------|
| Treat No Transport       | 38           | 9          | No Treat No Transport | 127 | 26      |
| Prehospital Transports   | 778          | 138        | Dead on Arrival       | 12  | 2       |
| Transfers Transports     | 608          | 97         | Standby / Assist      | 0   | 0       |
| Cancelled Run            | 155          | 30         | NULL                  | 250 |         |
| Specialty Care Transport | 14           | 3          |                       |     |         |
| <b>TOTAL CALLS YTD</b>   | <b>1,968</b> | <b>302</b> |                       |     |         |
| <b>TRANSFERS YTD</b>     | <b>608</b>   | <b>97</b>  |                       |     |         |

**Osceola County EMS Report to Osceola County Board of Commissioners**

July 19, 2025

for period 06/01/2025 to 06/30/2025

**Write-Off Approval**

|                                                      |              |            |              |
|------------------------------------------------------|--------------|------------|--------------|
| <b>Total Write-Offs</b>                              | \$116,559.42 | <b>YTD</b> | \$641,080.01 |
| Contractual (Medicare, Medicaid, BCBS, SNF, Tricare) | \$97,449.54  | <b>YTD</b> | \$548,762.71 |
| Non-Contractual (Admin, Deceased, Bankruptcy)        | \$4,657.10   | <b>YTD</b> | \$23,646.44  |
| Collections                                          | \$14,452.78  | <b>YTD</b> | \$68,670.86  |

**Contractual Write-Offs:**

|                      |             |                |            |
|----------------------|-------------|----------------|------------|
| Medicare             | \$56,962.34 | Deceased       | \$2,265.39 |
| Medicaid             | \$33,093.36 | No Forms       | 0.00       |
| Insurance            | \$7,393.84  | VA/Military    | 0          |
| SNF/Hospital/Hospice | \$2,061.48  | Small Balance  | 0          |
| Hardship             | \$330.23    | Self Pay Cont  | \$0.00     |
|                      |             | Administrative | \$0.00     |
|                      | \$99,841.25 |                | \$2,265.39 |

\$102,106.64

**Monthly Statistics-Applied in the Month**

|                             |              |            |                |
|-----------------------------|--------------|------------|----------------|
| <b>Total Billed Charges</b> | \$333,167.80 | <b>YTD</b> | \$1,881,707.10 |
| Prehospital:                | \$136,468.60 | <b>YTD</b> | \$839,495.80   |
| Transfers:                  | \$191,214.20 | <b>YTD</b> | \$1,013,351.30 |
| Treat No Transport:         | \$3,300.00   | <b>YTD</b> | \$20,580.00    |
| Lift Assist Only            | \$2,185.00   | <b>YTD</b> | \$8,280.00     |
| Standby:                    | \$0.00       | <b>YTD</b> | \$0.00         |
| Moved from RevNet           | \$0.00       | <b>YTD</b> | \$0.00         |
|                             |              |            |                |
| <b>Total Revenue</b>        | \$250,357.30 | <b>YTD</b> | \$1,295,186.99 |
| Revenue for Billed Charges  | \$249,506.90 | <b>YTD</b> | \$1,290,737.49 |
| Misc. Revenue               | \$0.00       | <b>YTD</b> | \$0.00         |
| Collections Revenue         | \$850.40     | <b>YTD</b> | \$4,443.50     |
| Property Tax Reimburse      | \$0.00       | <b>YTD</b> | \$0.00         |
| Security Conf Reimbursement | \$0.00       | <b>YTD</b> | \$0.00         |
| Work Comp Refund            | \$0.00       | <b>YTD</b> | \$0.00         |
| Federal Care Act Relief     | \$0.00       | <b>YTD</b> | \$0.00         |

**Aging Summary****Summary Aging Last Month End****Report As Of June 30, 2025****Grouped By Schedule on Call - Code Description**

| <b><u>ID</u></b> | <b><u>Description</u></b> | <b><u>Calls</u></b> | <b><u>Current</u></b> | <b><u>31 to 60</u></b> | <b><u>61 to 90</u></b> | <b><u>91 to 120</u></b> | <b><u>121 to 150</u></b> | <b><u>151 to 180</u></b> | <b><u>Over 180</u></b> | <b><u>Total</u></b> |
|------------------|---------------------------|---------------------|-----------------------|------------------------|------------------------|-------------------------|--------------------------|--------------------------|------------------------|---------------------|
| HOLD             | HOLD                      | 16                  | 1051.83               | 1523.70                | 0.00                   | 0.00                    | 0.00                     | -346.18                  | -31.61                 | 2197.74             |
| INSUE            | INSURANCE ELECTR          | 23                  | 11939.85              | 8595.73                | 0.00                   | 933.35                  | 184.55                   | 954.50                   | 832.50                 | 23440.48            |
| INSU             | INSURANCE PRIMAR          | 24                  | 5406.90               | 11972.82               | 1005.50                | 0.00                    | 0.00                     | 540.85                   | 3664.78                | 22590.85            |
| TIME             | MAKING PAYMENTS           | 61                  | 430.00                | 1564.40                | 2817.95                | 4365.26                 | 3148.91                  | 2639.76                  | 7381.87                | 22348.15            |
| CAID             | MEDICAID ELECTRO          | 45                  | 15922.47              | 2919.73                | 4503.60                | 2914.04                 | 315.00                   | 1489.21                  | 288.68                 | 28352.73            |
| CAIDP            | MEDICAID PAPER CL         | 4                   | 0.00                  | 0.00                   | 0.00                   | 0.00                    | 102.70                   | 0.00                     | -901.16                | -798.46             |
| CARE             | MEDICARE ELECTRC          | 67                  | 65530.80              | 5953.48                | 279.30                 | 4269.45                 | -116.75                  | 0.00                     | 826.90                 | 76743.18            |
| F                | MEDICARE PAPER C          | 3                   | 0.00                  | 3294.50                | 0.00                   | 0.00                    | 0.00                     | 0.00                     | 0.00                   | 3294.50             |
| PAID             | PAID IN FULL              | 14                  | 0.00                  | 772.72                 | 468.43                 | 0.00                    | -270.68                  | -0.10                    | -1108.26               | -137.89             |
| PRIV             | PRIVATE PAY               | 306                 | 28899.62              | 30310.97               | 24863.20               | 23486.41                | 19467.49                 | 10170.49                 | 12688.75               | 149886.93           |
| <b>Totals</b>    |                           | <b>563</b>          | <b>129181.47</b>      | <b>66908.05</b>        | <b>33937.98</b>        | <b>35968.51</b>         | <b>22831.22</b>          | <b>15448.53</b>          | <b>23642.45</b>        | <b>327918.21</b>    |

# Osceola County EMS Report to Osceola County Board of Commissioners

August 19, 2025

Period 7/01/2025 to 7/31/2025

| Transport to Location     | YTD   | Month | Responded to Zone  | YTD | Month | 911 Calls | Transfers | % of 911 Calls YTD |
|---------------------------|-------|-------|--------------------|-----|-------|-----------|-----------|--------------------|
| Corwell Reed City         | 573   | 116   | Burdell Twp        | 50  | 6     | 50        | 0         | 3.37%              |
| Corwell Butterworth       | 405   | 57    | Cedar Twp          | 16  | 1     | 16        | 0         | 1.08%              |
| Corwell Big Rapids        | 224   | 32    | City of Big Rapids | 291 | 28    | 42        | 249       | 2.83%              |
| Munson Cadillac           | 202   | 30    | City of Cadillac   | 71  | 10    | 14        | 57        | 0.94%              |
| Corwell Blodgett          | 112   | 15    | City of Evart      | 153 | 34    | 153       | 0         | 10.32%             |
| Munson Traverse City      | 46    | 5     | City of Reed City  | 766 | 119   | 269       | 497       | 18.14%             |
| Corwell Devos Childrens   | 25    | 4     | Clare County       | 8   | 1     | 8         | 0         | 0.54%              |
| Mid Michigan Clare        | 9     | 1     | Evart Twp          | 70  | 10    | 70        | 0         | 4.72%              |
| Corwell Reed City RNC     | 19    | 1     | Hartwick Twp       | 23  | 7     | 23        | 0         | 1.55%              |
| Reed City Fields Assisted | 6     | 0     | Hersey Twp         | 71  | 13    | 71        | 0         | 4.79%              |
| Mid Michigan Midland      | 2     | 1     | Highland Twp       | 20  | 5     | 20        | 0         | 1.35%              |
| Gerber Memorial Health    | 0     | 0     | Kent County        | 1   | 0     | 0         | 1         | 0.00%              |
| Corwell Zeeland           | 2     | 1     | Lake County        | 13  | 4     | 13        | 0         | 0.88%              |
| Corwell Ludington         | 0     | 0     | LeRoy Twp          | 31  | 7     | 31        | 0         | 2.09%              |
| U of M Health West        | 1     | 0     | Lincoln Twp        | 108 | 10    | 108       | 0         | 7.28%              |
| St Mary's Grand Rapids    | 0     | 0     | Marion Twp         | 48  | 8     | 48        | 0         | 3.24%              |
| Resident                  | 12    | 4     | Mecosta County     | 40  | 5     | 39        | 1         | 2.63%              |
| Other                     | 4     | 1     | Middle Branch Twp  | 77  | 10    | 77        | 0         | 5.19%              |
| Corwell Greenville        | 5     | 0     | Newago County      | 0   | 0     | 0         | 0         | 0.00%              |
| Munson Grayling           | 0     | 0     | Orient Twp         | 51  | 11    | 51        | 0         | 3.44%              |
| Bronson Kalamazoo         | 0     | 0     | Osceola Twp        | 42  | 13    | 42        | 0         | 2.83%              |
| Autumwood of McBain       | 0     | 0     | Other              | 2   | 1     | 1         | 1         | 0.07%              |
| Big Rapids Fields         | 0     | 0     | Richmand Twp       | 100 | 14    | 100       | 0         | 6.74%              |
| Corwell Rheumatology      | 0     | 0     | Rose Lake Twp      | 57  | 7     | 57        | 0         | 3.84%              |
| Hospice Home Care         | 4     | 3     | Sherman Twp        | 59  | 12    | 59        | 0         | 3.98%              |
| Neurosurgery              | 0     | 0     | Sylvan Twp         | 59  | 7     | 59        | 0         | 3.98%              |
| Tustin House              | 4     | 1     | Village of Hersey  | 10  | 3     | 10        | 0         | 0.67%              |
| Grand Oaks                | 0     | 0     | Village of LeRoy   | 15  | 5     | 15        | 0         | 1.01%              |
| My Michigan Health        | 0     | 0     | Village of Marion  | 55  | 5     | 55        | 0         | 3.71%              |
| St Mary's Saginaw         | 0     | 0     | Village of Sears   | 1   | 0     | 1         | 0         | 0.07%              |
| AlterCare of Big Rapids   | 1     | 0     | Village of Tustin  | 23  | 4     | 23        | 0         | 1.55%              |
| Aero Med Corewell         | 0     | 0     | Wexford County     | 0   | 0     | 0         | 0         | 0.00%              |
| Transport Totals:         | 1,656 | 272   | Missaukee County   | 0   | 0     | 0         | 0         | 0.00%              |

Totals

| 911 Calls no Transfers      | YTD | Month |     | YTD  | Month | 911 Totals | Transfers YTD |
|-----------------------------|-----|-------|-----|------|-------|------------|---------------|
| South Half of County        | 943 | 155   | 67% | 2331 | 332   | 1,483      |               |
| North Half of County        | 458 | 76    | 33% |      |       |            |               |
| South West Corner of County | 571 | 86    | 41% |      |       | 1,401      |               |
| South East Corner of County | 372 | 71    | 27% |      |       |            |               |
| North East Corner of County | 223 | 35    | 16% |      |       |            |               |
| North West Corner of County | 235 | 41    | 17% |      |       |            |               |

911 Calls Average Response Time Without Unit in Station

911 Calls Average Response Time

13:18

| Average       | Missing Unit |       |       |       | Location |                             |
|---------------|--------------|-------|-------|-------|----------|-----------------------------|
| Response Time | MIC 1        | MIC 2 | MIC 3 | MIC 4 | Echo1    |                             |
| 13:09         | 14:23        | 13:11 | 12:53 | 12:35 | 13:09    | South Half of County        |
| 13:38         | 13:31        | 12:17 | 15:12 | 13:42 | 13:46    | North Half of County        |
| 12:08         | 16:57        | 11:02 | 12:13 | 10:50 | 12:08    | South West Corner of County |
| 14:17         | 12:59        | 21:30 | 13:38 | 14:08 | 14:17    | South East Corner of County |
| 14:46         | 14:46        | 11:54 | 18:13 | 14:31 | 14:51    | North East Corner of County |
| 12:31         | 11:58        | 12:31 | 12:52 | 12:45 | 12:35    | North West Corner of County |

| Monthly Statistics       | YTD   | Monthly |                       | YTD | Monthly |
|--------------------------|-------|---------|-----------------------|-----|---------|
| Treat No Transport       | 46    | 8       | No Treat No Transport | 147 | 20      |
| Prehospital Transports   | 951   | 173     | Dead on Arrival       | 13  | 1       |
| Transfers Transports     | 708   | 100     | Standby / Assist      | 0   | 0       |
| Cancelled Run            | 188   | 33      | NULL                  | 278 |         |
| Specialty Care Transport | 17    | 3       |                       |     |         |
| TOTAL CALLS YTD          | 2,331 | 335     |                       |     |         |
| TRANSFERS YTD            | 708   | 100     |                       |     |         |

**Osceola County EMS Report to Osceola County Board of Commissioners**

July 19, 2025

for period 07/01/2025 to 07/31/2025

**Write-Off Approval**

|                                                      |             |            |              |
|------------------------------------------------------|-------------|------------|--------------|
| <b>Total Write-Offs</b>                              | \$88,123.41 | <b>YTD</b> | \$729,203.42 |
| Contractual (Medicare, Medicaid, BCBS, SNF, Tricare) | \$60,799.23 | <b>YTD</b> | \$609,561.94 |
| Non-Contractual (Admin, Deceased, Bankruptcy)        | \$7,358.01  | <b>YTD</b> | \$31,004.45  |
| Collections                                          | \$19,966.17 | <b>YTD</b> | \$88,637.03  |

**Contractual Write-Offs:**

|                      |             |                |            |
|----------------------|-------------|----------------|------------|
| Medicare             | \$38,087.83 | Deceased       | \$5,210.88 |
| Medicaid             | \$22,004.93 | No Forms       | 0.00       |
| Insurance            | \$706.47    | VA/Military    | 0          |
| SNF/Hospital/Hospice | \$1,439.51  | Small Balance  | 0          |
| Hardship             | \$144.02    | Self Pay Cont  | \$91.32    |
|                      |             | Administrative | \$472.28   |
|                      | \$62,382.76 |                | \$5,774.48 |

\$68,157.24

**Monthly Statistics-Applied in the Month**

|                             |              |            |                |
|-----------------------------|--------------|------------|----------------|
| <b>Total Billed Charges</b> | \$325,064.45 | <b>YTD</b> | \$2,206,771.55 |
| Prehospital:                | \$151,909.95 | <b>YTD</b> | \$991,405.75   |
| Transfers:                  | \$168,404.50 | <b>YTD</b> | \$1,181,755.80 |
| Treat No Transport:         | \$3,600.00   | <b>YTD</b> | \$24,180.00    |
| Lift Assist Only            | \$1,150.00   | <b>YTD</b> | \$9,430.00     |
| Standby:                    | \$0.00       | <b>YTD</b> | \$0.00         |
| Moved from RevNet           | \$0.00       | <b>YTD</b> | \$0.00         |
|                             |              |            |                |
| <b>Total Revenue</b>        | \$153,264.67 | <b>YTD</b> | \$1,448,451.66 |
| Revenue for Billed Charges  | \$152,222.24 | <b>YTD</b> | \$1,442,959.73 |
| Misc. Revenue               | \$0.00       | <b>YTD</b> | \$0.00         |
| Collections Revenue         | \$1,042.43   | <b>YTD</b> | \$5,485.93     |
| Property Tax Reimburse      | \$0.00       | <b>YTD</b> | \$0.00         |
| Security Conf Reimbursement | \$0.00       | <b>YTD</b> | \$0.00         |
| Work Comp Refund            | \$0.00       | <b>YTD</b> | \$0.00         |
| Federal Care Act Relief     | \$0.00       | <b>YTD</b> | \$0.00         |

**Aging Summary****Summary Aging Last Month End****Report As Of July 31, 2025****Grouped By Schedule on Call - Code Description**

| <b>ID</b>     | <b>Description</b> | <b>Calls</b> | <b>Current</b>   | <b>31 to 60</b>  | <b>61 to 90</b> | <b>91 to 120</b> | <b>121 to 150</b> | <b>151 to 180</b> | <b>Over 180</b> | <b>Total</b>     |
|---------------|--------------------|--------------|------------------|------------------|-----------------|------------------|-------------------|-------------------|-----------------|------------------|
| HOLD          | HOLD               | 12           | 0.00             | 1328.66          | 268.55          | 0.00             | 0.00              | 0.00              | -496.18         | 1101.03          |
| INSUE         | INSURANCE ELECTR   | 32           | 14419.25         | 8255.23          | 2683.30         | 0.00             | 0.00              | 420.93            | 925.30          | 26704.01         |
| INSU          | INSURANCE PRIMAR   | 15           | 717.90           | 10405.90         | 2026.65         | 300.00           | 0.00              | 0.00              | 886.80          | 14337.25         |
| SINS          | INSURANCE SECONI   | 1            | 0.00             | 142.86           | 0.00            | 0.00             | 0.00              | 0.00              | 0.00            | 142.86           |
| TIME          | MAKING PAYMENTS    | 59           | 0.00             | 120.00           | 2474.40         | 2655.35          | 3586.02           | 2875.54           | 10956.48        | 22667.79         |
| CAID          | MEDICAID ELECTRO   | 62           | 27954.70         | 12253.82         | 524.38          | 2428.06          | 3030.09           | 417.70            | 1478.90         | 48087.65         |
| CAIDP         | MEDICAID PAPER CL  | 1            | 0.00             | 0.00             | 0.00            | 0.00             | 0.00              | 0.00              | -1148.23        | -1148.23         |
| CARE          | MEDICARE ELECTRC   | 117          | 93493.05         | 38063.70         | -452.37         | 0.00             | 3192.20           | -326.74           | 0.00            | 133969.84        |
| F             | MEDICARE PAPER C   | 4            | 0.00             | 899.25           | 2525.45         | 0.00             | 1770.35           | 0.00              | 0.00            | 5195.05          |
| PAID          | PAID IN FULL       | 16           | -832.95          | 0.00             | 355.83          | -3.17            | -34.18            | -300.56           | -901.29         | -1716.32         |
| PRIV          | PRIVATE PAY        | 304          | 9316.20          | 40900.51         | 28528.99        | 18881.68         | 19033.02          | 9884.41           | 20830.37        | 147375.18        |
| RRCARE        | RR MEDICARE ELEC   | 1            | 0.00             | 902.35           | 0.00            | 0.00             | 0.00              | 0.00              | 0.00            | 902.35           |
| <b>Totals</b> |                    | <b>624</b>   | <b>145068.15</b> | <b>113272.28</b> | <b>38935.18</b> | <b>24261.92</b>  | <b>30577.50</b>   | <b>12971.28</b>   | <b>32532.15</b> | <b>397618.46</b> |



## OSCEOLA COUNTY SHERIFF DEPARTMENT

325 WEST UPTON AVENUE • REED CITY, MICHIGAN 49677

Mark Cool  
Sheriff

Jed Avery  
Undersheriff

August 19, 2025

### **Part-Time Corrections Nurse**

Job status:

**Part-Time (Non-Exempt)**

**Starting Wage: \$30.87 Grade 12 Step 3**

The Osceola County Sheriff's Office is seeking applicants for a part-time shift coverage RN/LPN position.

### **Position Summary**

Registered Nurses (RNs) and Licensed Practical Nurses (LPNs) care for people who are sick, injured, convalescent or disabled. Under general supervision, they deliver care to patients utilizing the nursing process of assessment, planning, intervention, implementation, and evaluation, in accordance with established philosophy.

RNs/LPNs collaborate with other professional disciplines to ensure effective patient care delivery and achievement of desired patient outcomes. RNs/LPNs effectively interact with patients, while maintaining the standard of professional nursing. The nature of the direction and supervision required for this position varies by State and job setting.

Corrections Nurses provide care to inmate patients to promote overall health utilizing the nursing process in triage, professional training and various resources in accordance with regulatory agencies and established guidelines. The inmate patient population generally has not had consistent access to healthcare prior to their incarceration. This provides an opportunity for nurses to see and care for an

interesting variety of health concerns from minor ailments to major and atypical conditions.

### **Position Responsibilities**

Corrections Nurses provide direct and individualized nursing care to the correctional facility based on the application of scientific nursing principles. In addition to general nursing care, responsibilities of Corrections Nurses include (but are not limited to):

- Collaborates with primary care providers and other health care providers to ensure continuity, timeliness and appropriateness of care to inmate patients
- Coordinates and/or administers medication, therapeutic agents, treatments, to inmate patients
- Assists physicians with medical treatments
- Administers prescribed medication
- Package medications for disbursement by corrections staff
- Applies surgical dressings & bandages
- Provides emergency first aid care
- Checks & records vital signs
- Obtains specimens from inmate patients for diagnostic testing
- Reports reactions to treatments and medications, as well as changes in the inmates' emotional or physical condition
- Provides inmate patient education and/or discharge planning
- Records all care information concisely, accurately and completely, in a timely manner, in the appropriate format and on the appropriate forms
- Promotes a therapeutic environment to ensure inmates are treated in a professional, ethical and tactful manner
- Performs other position-related duties as assigned, depending on assignment setting
- Completes required orientation as directed by facility
- Follows facility and OSHA safety rules and procedures while on assignment. Follows facility Unusual Occurrence Protocol
- Respects cultural and religious practices of patients
- Upholds HIPAA regulations
- Punctual and dependent for assigned/confirmed shifts

### **Position Requirements**

- Graduate of an accredited RN/LPN program
- Current RN/LPN license, in good standing with the State licensing board
- Minimum of one (1) year RN/LPN experience
- Federal-, State-required credentials, current and on file

- Cognitive skills as related to the position. Individuals who do well in this field have excellent critical thinking and assessment skills, are able to make decisions independently and have solid interpersonal skills. They also have to be assertive, empathetic and able to provide care objectively when serving this special population.

### **Working Conditions**

Because inmate patients need round-the-clock care, working hours include days, nights, weekends and holidays. The number of inmate patients assigned per shift will vary with facility and specialty, if applicable. RN/LPNs spend considerable time walking, bending, stretching and standing; they must follow proper body mechanics and procedures for lifting/moving patients. Corrections Nurses may face hazards from exposure to chemicals and infectious diseases. In addition, nurses in this position must have and maintain sufficient strength, agility and endurance to perform during physical, mental, and emotional situations encountered on the job without compromising their health and well-being. In a correctional environment, all staff receives specific training in the areas of security and correctional procedures and there are many security measures in place. Nurses working in correctional facilities must accept that the fundamental mission of a correctional facility is first and foremost public safety and security. While the delivery of healthcare is an important component of the institutional program, it is not the primary reason that the facility exists.

### **Physical Demands**

- Ability to lift twenty (20) pounds. Moving, lifting or transferring of patients may involve lifting of up to fifty (50) pounds, as well as assist with weights of more than one-hundred (100) pounds.
- Ability to stand for extended periods
- Fine motor skills
- Visual acuity

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to stand and talk or hear. The employee is frequently required to walk; use hands to finger, handle, or feel; and reach forward with hands and arms. The employee is occasionally required to sit and stoop, kneel, or crouch. The employee must frequently lift and/or move up to 20 pounds and occasionally lift or move 50 lbs. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

The overall physical demand rating for a job of the RN falls within the Medium classification (exerting 20 to 50 pounds of force occasionally, and/or 10 to 25 pounds of force frequently, and/or greater than negligible up to 10 pounds of force constantly to move objects. Physical Demand requirements are in excess of those for Light Work) according to the Dictionary of Occupational Titles.

Osceola County Sheriff's Department  
Sheriff Mark Cool  
325 West Upton Ave.  
Reed City, MI 49677  
(231) 832-2288  
[mcool@osceolacountymi.gov](mailto:mcool@osceolacountymi.gov)

Any further questions and concerns contact Sheriff Cool.

Osceola County is an Equal Opportunity Employer.

OSCEOLA COUNTY, MICHIGAN

RESOLUTION #2025-00XX

AUTHORIZING ENTRY OF PARTICIPATION AGREEMENTS IN PARTIAL SETTLEMENT OF THE NATIONAL PRESCRIPTION OPIATE LITIGATION AND ENTRY OF STATE LOCAL GOVERNMENT INTRASTATE AGREEMENT CONCERNING ALLOCATION OF SETTLEMENT PROCEEDS

WHEREAS, Osceola County filed a lawsuit to address the public nuisance that is the Opioid Epidemic, which named, among others, Purdue Pharma L.P. (Purdue) and several members of the Sackler family (Sackler Family Defendants);

AND WHEREAS Purdue has presented a proposed Bankruptcy Plan, and the Sackler Family Defendants have entered into a Governmental Entity & Shareholder Direct Settlement Agreement (together, the “Purdue/Sackler Settlement”) with the State Attorneys General and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to Osceola County’s lawsuit;

AND WHEREAS the Purdue/Sackler Settlement will provide significant equitable and monetary relief, including an agreement that (a) the Sackler Family Defendants will pay \$6.5 billion over the next 15 years in exchange for a release of claims against them and (b) the Purdue estate will contribute an amount of approximately \$900 million. The bulk of these payments will be dedicated to funding abatement and prevention strategies associated with the opioids public nuisance;

AND WHEREAS Osceola County previously executed Participation Agreements for the Distributor and Janssen Settlements, as well as the Teva, Allergan, CVS, Walmart, and Walgreens Settlements, which have conferred and continue to confer valuable benefits;

AND WHEREAS Osceola County desires to enter into an allocation method which allocates settlement funds on a 50/50 basis to:

1. Participating Local Governments who have elected to participate in the Purdue/Sackler Settlement; and
2. the State of Michigan.

NOW THEREFORE, Osceola County authorizes the execution of a Participation Agreement for the Purdue/Sackler Settlement, which is available at <https://nationalopioidsettlement.com/>. A specimen copy of the material terms of the participation agreement is attached as Exhibit A to this resolution.

Osceola County also authorizes the execution of a new Michigan State-Subdivision Agreement for Allocation of Opioid Settlement Agreements substantially similar to the proposed agreement attached as Exhibit B to this resolution.

Osceola County also authorizes the Weitz & Luxenberg law firm to vote on Osceola County's behalf in favor of the Bankruptcy Plan for Purdue.

**EXHIBIT K**

**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 that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "Agreement")<sup>1</sup>, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and 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 Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement 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 and to the extent provided in, and for resolving disputes to the extent provided in, the

<sup>1</sup> Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. 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 Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her 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 Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. 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 Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, 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 Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release 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 Agreement.
13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

OSCEOLA COUNTY, MICHIGAN

RESOLUTION #2025-00XX

AUTHORIZING ENTRY OF PARTICIPATION AGREEMENTS IN PARTIAL SETTLEMENT OF THE NATIONAL PRESCRIPTION OPIATE LITIGATION AND ENTRY OF STATE LOCAL GOVERNMENT INTRASTATE AGREEMENT CONCERNING ALLOCATION OF SETTLEMENT PROCEEDS

WHEREAS, Osceola County filed a lawsuit to address the public nuisance that is the Opioid Epidemic;

AND WHEREAS the following entities:

1. Alvogen Inc.
2. Amneal Pharmaceuticals, Inc.
3. Apotex Inc.
4. Hikma Pharmaceuticals USA, Inc.
5. Indivior Inc.
6. Mylan Pharmaceuticals Inc.
7. Sun Pharmaceutical Industries, Inc. and
8. Zydus Pharmaceuticals, Inc.

("Settling Defendants") have negotiated proposed national settlement agreements ("Proposed Settlements") with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to Osceola County's lawsuit;

AND WHEREAS the Proposed Settlements contain significant equitable and monetary relief, including:

1. An agreement to pay (a) \$18,680,162 in a single year by Alvogen Inc.; (b) \$71,751,010 over ten years by Amneal Pharmaceuticals, Inc.; (c) \$63,682,369 in a single year by Apotex Inc.; (d) \$95,818,293 over one to four years by Hikma Pharmaceuticals USA, Inc.; (e) \$38,022,450 over four years by Indivior Inc.; (f) \$284,447,916 over nine years by Mylan Pharmaceuticals Inc.; (g) \$30,992,087 over one to four years by Sun Pharmaceutical Industries, Inc.; and (h) \$14,859,220 in a single year by Zydus Pharmaceuticals, Inc. The

bulk of each of these payments will be dedicated to funding abatement and prevention strategies associated with the opioids public nuisance;

2. In addition to these abatement payments, several of the settlements allow states to receive free pharmaceutical products or cash in lieu of this product.
3. Additionally, seven of the companies (not including Indivior) are prohibited from promoting or marketing opioids and opioid products, making or selling any product that contains more than 40 mg of oxycodone per pill, and are required to put in place a monitoring and reporting system for suspicious orders.
4. Indivior has agreed to not manufacture or sell opioid products for the next 10 years, but it will be able to continue marketing and selling medications to treat opioid use disorder.

AND WHEREAS Osceola County previously executed Participation Agreements for the Distributor and Janssen Settlements, as well as the Teva, Allergan, CVS, Walmart, and Walgreens Settlements, which have conferred and continue to confer valuable benefits;

AND WHEREAS Osceola County desires to enter into an allocation method which allocates settlement funds from the Settling Defendants on a 50/50 basis to:

1. Local Governments who have elected to participate in the settlements with the Settling Defendants; and
2. the State of Michigan.

NOW THEREFORE, Osceola County authorizes the execution of Participation Agreements for the Master Settlement Agreements with: (1) Alvogen Inc.; (2) Amneal Pharmaceuticals, Inc.; (3) Apotex Inc.; (4) Hikma Pharmaceuticals USA, Inc.; (5) Indivior Inc.; (6) Mylan Pharmaceuticals Inc.; (7) Sun Pharmaceutical Industries, Inc.; and (8) Zydus Pharmaceuticals, Inc., each of which are listed and available to the public at <https://nationalopioidsettlement.com/additional-settlements/>. Specimen copies of the material terms of the participation agreements are attached in one combined PDF as Exhibit A to this resolution.

Osceola County also authorizes the execution of a new Michigan State-Subdivision Agreement for Allocation of Opioid Settlement Agreements substantially similar to the proposed agreement attached as Exhibit B to this resolution.

**EXHIBIT K**

**Subdivision Participation and Release Form**

|                       |        |
|-----------------------|--------|
| Governmental Entity:  | State: |
| 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 April 4, 2025 ("Alvogen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Alvogen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Alvogen 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 Alvogen 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/additional-settlements/>.
3. The Governmental Entity agrees to the terms of the Alvogen Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Alvogen 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 Alvogen 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 Alvogen 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 Alvogen Settlement.

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

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

|                       |        |
|-----------------------|--------|
| Governmental Entity:  | State: |
| 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 April 4, 2025 ("Amneal Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Amneal Settlement, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity is aware of and has reviewed the Amneal 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 Amneal 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://nationalopiodsettlement.com/additional-settlements/>.
3. The Governmental Entity agrees to the terms of the Amneal Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Amneal 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 Amneal 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 Amneal 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 Amneal Settlement.

7. The Governmental Entity has the right to enforce the Amneal Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Amneal Settlement, including without limitation 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 his or her 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 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 Amneal 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 Amneal 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 Amneal Settlement.
10. In connection with the releases provided for in the Amneal 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 Amneal Settlement.

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

|                       |        |
|-----------------------|--------|
| Governmental Entity:  | State: |
| 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 April 4, 2025 ("Apotex Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Apotex Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Apotex 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 Apotex 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://nationalopiodsettlement.com/additional-settlements/>.
3. The Governmental Entity agrees to the terms of the Apotex Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Apotex 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 Apotex 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 Apotex 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 Apotex Settlement.

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

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

|                       |        |
|-----------------------|--------|
| Governmental Entity:  | State: |
| 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 April 4, 2025 ("Hikma Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Hikma Settlement, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity is aware of and has reviewed the Hikma 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 Hikma 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://nationalopiodsettlement.com/additional-settlements/>.
3. The Governmental Entity agrees to the terms of the Hikma Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Hikma 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 Hikma 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 Hikma 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 Hikma Settlement.

7. The Governmental Entity has the right to enforce the Hikma Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Hikma Settlement, including without limitation 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 his or her 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 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 Hikma 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 Hikma 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 Hikma Settlement.
10. In connection with the releases provided for in the Hikma 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 Hikma Settlement.

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

|                       |        |
|-----------------------|--------|
| Governmental Entity:  | State: |
| 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 April 4, 2025 ("Indivior Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Indivior Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Indivior 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 Indivior 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/additional-settlements/>.
3. The Governmental Entity agrees to the terms of the Indivior Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Indivior 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 Indivior 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 Indivior 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 Indivior Settlement.

7. The Governmental Entity has the right to enforce the Indivior Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Indivior Settlement, including without limitation 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 his or her 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 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 form whatsoever. The releases provided for in the Indivior 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 Indivior 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 Indivior Settlement.
10. In connection with the releases provided for in the Indivior 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 Indivior Settlement.

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

|                       |        |
|-----------------------|--------|
| Governmental Entity:  | State: |
| 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 April 4, 2025 ("Mylan Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Mylan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Mylan 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 Mylan 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/additional-settlements/>.
3. The Governmental Entity agrees to the terms of the Mylan Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Mylan 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 Mylan 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 Mylan 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 Mylan Settlement.

7. The Governmental Entity has the right to enforce the Mylan Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Mylan Settlement, including without limitation 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 his or her 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 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 Mylan 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 Mylan 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 Mylan Settlement.
10. In connection with the releases provided for in the Mylan 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 Mylan Settlement.

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

|                      |        |
|----------------------|--------|
| 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 April 4, 2025 ("Sun Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Sun Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Sun 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 Sun 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://nationalopiodsettlement.com/additional-settlements/>.
3. The Governmental Entity agrees to the terms of the Sun Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Sun 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 Sun 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 Sun 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 Sun Settlement.

7. The Governmental Entity has the right to enforce the Sun Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sun Settlement, including without limitation 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 his or her 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 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 Sun 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 Sun 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 Sun Settlement.
10. In connection with the releases provided for in the Sun 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 Sun Settlement.

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

|                      |        |
|----------------------|--------|
| 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 [date] ("Zydus Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Zydus Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Zydus 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 Zydus 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://nationalopiodsettlement.com/additional-settlements/>.
3. The Governmental Entity agrees to the terms of the Zydus Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Zydus 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 Zydus 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 Zydus 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 Zydus Settlement.

7. The Governmental Entity has the right to enforce the Zydus Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Zydus Settlement, including without limitation 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 his or her 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 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 Zydus 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 Zydus 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 Zydus Settlement.
10. In connection with the releases provided for in the Zydus 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 Zydus Settlement.

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

# MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF OPIOID SETTLEMENT AGREEMENTS

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by seeking compensation for past damages and imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities.

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement. For clarity, this Agreement restates, combines, and amends all prior State-Subdivision Agreements and provides greater detail on reporting of opioid remediation expenditures.

## I. Definitions

As used in this Agreement

- A. "Administrative Fund" is 0.3% of the Local Government Share.
- B. "Actual Attorney Fees" are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government's Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- C. "Actual Total Recovery" is the aggregated monetary recovery that a Litigating Local Government receives, based on that Litigating Local Government's Final Allocation Percentage and aggregate Local Government Share less the aggregate amounts for the Administrative Fund, Special Circumstance Fund plus the aggregate amount paid by the Litigating Local Government Attorney Fee Fund. For the avoidance of doubt, this may be expressed mathematically as Actual Total Recovery = Final Allocation Percentage x (Local Government

Share – aggregate Administrative Fund – aggregate Special Circumstance Fund + aggregate paid by LLGAFF).

- D. "Agreement" is this State-Subdivision Agreement.
- E. "De minimis-share Local Government" is a Participating Local Government whose Final Allocation Percentage is less than the percentage defined below:
  - 1. For the Distributor and Janssen National Opioid Settlements, less than 0.0023%.
  - 2. For the Allergan, Teva, CVS, Purdue/Sackler, Walmart, and Walgreens National Opioid Settlements, less than 0.0083%.
  - 3. For the Kroger Settlement and Generic Manufacturer National Opioid Settlements, less than 0.0011%.
- F. "Final Allocation Percentage" is a Participating Local Government's Allocation Percentage as modified by the Litigation Adjustment. Attached as Exhibit A is the Final Allocation Percentage for each Local Government for each Settlement.
- G. "Litigating Local Government Attorneys" are the law firms who were retained by the Litigating Local Governments.
- H. "Litigating Local Government Attorney Fee Fund" ("LLGAFF") is an adjustable percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- I. "Litigating Local Governments" are the entities indicated as litigating in Exhibit C of this Agreement.
- J. "Litigation Adjustment" is an adjustment applied to the Preliminary Allocation Percentage.
- K. "Local Government Share" is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
- L. "Local Governments" are the entities located within the geographic boundaries of the State of Michigan and identified in the Exhibits that identify the litigating and eligible Local Governments in each of the Settlements.

- M. "National Contingency Fee Fund" are the individual Contingency Fee Funds established in the Settlements to compensate Litigating Local Government Attorneys.
- N. "National Fund Administrator" is the Settlement Fund Administrator as defined by the Settlements.
- O. "Neutral Special Master" is an independent mediator selected by the State.
- P. "Opioid Remediation" is the term as defined by the Settlements.
- Q. "Participating Local Governments" are the Local Governments who have signed a Participation Agreement for an individual Settlement.
- R. "Parties" are the State and the Litigating Local Governments. The singular word "Party" shall mean either the State or Litigating Local Governments.
- S. "Pharmaceutical Entities" are the "Released Entities" as defined by each individual Settlement.
- T. "Preliminary Allocation Percentage" is the percentage listed for a Local Government in Exhibit B of this agreement.
- U. "Projected Attorney Fees" are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for each individual Settlement and associated litigation, based on a Litigating Local Government's Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- V. "Projected Total Recovery" is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government's Final Allocation Percentage and aggregate Local Government Share less the aggregate amounts for the Administrative Fund and Special Circumstance Fund. For the avoidance of doubt, this may be expressed mathematically as  $\text{Projected Total Recovery} = \text{Final Allocation Percentage} \times (\text{Local Government Share} - \text{aggregate Administrative Fund} - \text{aggregate Special Circumstance Fund})$ .
- W. "Reporting Local Governments" are the Local Governments identified in Exhibit D of this Agreement.
- X. "Settlements" are the following individual national opioid settlements:

- 1. Allergan National Opioid Settlement,
- 2. CVS National Opioid Settlement,
- 3. Distributors National Opioid Settlement,
- 4. Janssen National Opioid Settlement
- 5. Kroger National Opioid Settlement,
- 6. Purdue/Sackler National Opioid Settlement
- 7. Generic Manufacturer National Opioid Settlements, which includes:
  - a. Alvogen National Opioid Settlement
  - b. Amneal National Opioid Settlement
  - c. Apotex National Opioid Settlement
  - d. Hikma National Opioid Settlement
  - e. Indivior National Opioid Settlement
  - f. Mylan National Opioid Settlement
  - g. Sun Pharmaceutical National Opioid Settlement
  - h. Zydus National Opioid Settlement
- 8. Teva National Opioid Settlement,
- 9. Walgreens National Opioid Settlement
- 10. Walmart National Opioid Settlement
- Y. "Settlement Payments" are scheduled monetary payments received through the Settlements.

- Z. "Special Circumstance Fund" is 5% of the Local Government Share for each applicable Settlement.
- AA. "State" is the State of Michigan acting through its Attorney General or designees.
- BB. "State Share" is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

## II. Terms

1. Participation in Settlements: The Parties agree that to participate in the Settlements, Local Governments must execute a Participation Agreement.
2. Opioid Remediation: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlements. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.
3. Distribution:  
Settlement Payments are allocated as follows:
  - 50% of Settlement Payments to the Local Government Share
  - 50% of Settlement Payments to the State Share
4. Local Government Share Offset: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:

For the Allergan, CVS, Distributor, Janssen, Purdue/Sackler, Generic Manufacturer, Teva, Walgreens, and Walmart National Opioid Settlements:

- Administrative Fund
- Litigating Local Government Attorney Fee Fund
- Special Circumstance Fund

For the Kroger National Opioid Settlement:

- Litigating Local Government Attorney Fee Fund

5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. Exhibit C of this Agreement provides a list of Litigating Local Governments and the year in which they filed suit. In recognition of their commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of an additional percentage of their Preliminary Allocation Percentage, as follows:

For the Distributor and Janssen National Opioid Settlements:

- 16% Litigation Adjustment for Litigating Local Governments that served as a bellwether or filed suit in 2017
- 12% Litigation Adjustment for Litigating Local Governments that filed suit in 2018
- 8% Litigation Adjustment for Litigating Local Governments that filed suit in 2019

For the Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart National Opioid Settlements:

- 12% Litigation Adjustment

For the Kroger and Generic Manufacturer National Opioid Settlements:

- 10% Litigation Adjustment

6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.
7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.

8. Litigation Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.

9. Attorney Fees:

- a. Attorney fee payments may be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.
- b. To the extent that the LLGAF is drawn upon for paying a portion of a Litigating Local Government's attorney fees for any individual Settlement, Projected Attorney Fees for that Settlement shall be calculated as 15% of an individual Litigating Local Government's Projected Total Recovery.
- c. Projected Attorney Fees shall be paid by installments intended to minimize the amount of variability in payments to local governments. In no event shall the number of installments exceed (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.
- d. Litigating Local Government Attorneys must apply to the respective National Contingency Fee Fund for each Settlement and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to a National Attorney Contingency Fee Fund and that National Attorney Contingency Fee Fund does not pay the full Projected Attorney Fee installment payment, the LLGAFF shall pay the deficiency for that installment. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the respective national settlement agreement applicable to such payments that restrict the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.
- e. In instances where the LLGAF is drawn upon to pay a deficiency as set forth in paragraph 9.c, the sum of all deficiency payments for that respective settlement shall be no more than:

For the Allergan, CVS, Distributor, Janssen, Purdue/Sackler, Teva, Walgreens, and Walmart National Opioid Settlements:

- 15% of the Litigating Local Government's Projected Total Recovery

For the Kroger and Generic Manufacturer National Opioid Settlements:

- 5% of the Litigating Local Government's Projected Total Recovery

- f. In instances where the LLGAF is drawn upon to pay a deficiency as set forth in paragraph 9.c, Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery. In instances where the LLGAF is not drawn upon to pay a portion of contingent attorney fees, such fees shall be paid from the National Contingency Fee Fund as set forth under that Settlement with whatever restrictions are applicable to that Settlement.
- g. In instances where the LLGAF is drawn upon to pay a portion of attorney fees, if a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
- h. In instances where the LLGAF is drawn upon to pay a portion of attorney fees, the Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAFF to assure payment of a 15% Attorney Fee.

10. Special Circumstance Fund:

- a. An application to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. The allocation decisions of the Neutral Special Master shall be final and not appealable. An application to the Special Circumstance

Fund may not be made with the express purpose of offsetting the Litigation Adjustment.

- b. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund.
- c. The Neutral Special Master shall be paid solely from the Administrative Fund.
- d. The deadline for initial applications to the Allergan, CVS, Distributors, Janssen, Teva, Walgreens, and Walmart Special Circumstance Fund occurred on November 10, 2023. Applications were reviewed and an allocation determination was made by the Neutral Special Master. These Special Circumstance Fund allocation determinations expire after 2030.
- e. An application period for the Purdue/Sackler and Generic Manufacturer Special Circumstance Fund shall be available in 2026 or 2027. The specific application deadline shall be determined by the Michigan Department of Attorney General. Notice of the deadline shall be provided to all Participating Local Government at least two months prior to the deadline.
- f. An additional application for all Settlements where the Special Circumstance Fund offset is applicable shall be available in 2030. Any allocation decision shall apply to Special Circumstance Funds withheld in 2031 and shall continue to apply to Special Circumstance Funds withheld from the remaining Settlement Payments for each Settlement. The specific application deadline shall be determined by the Michigan Department of Attorney General. Notice of the deadline shall be provided to all Participating Local Government at least two months prior to the deadline.
- g. Attorney fees may be assessed on a Special Circumstance Fund allocation. To the extent that an attorney asserts a contingency fee interest upon a Special Circumstance fund allocation, that fee interest shall be capped at 15% of the fund allocation. Payment of attorney fees for a Special Circumstance fund allocation are the responsibility of the Participating Local Subdivision.

- 11. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
- 12. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlements.
- 13. Reversion to Local Government Share:
  - a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage applicable to the Settlement from which the money was withheld.
  - b. Any portion of the Special Circumstance Fund withheld from each Settlement that is unallocated by the Neutral Special Master shall revert to the Local Government Share for distribution to Participating Local Governments, in accordance with their Final Allocation Percentage applicable to that Settlement.
  - c. Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee annual installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage applicable to the Settlement from which the money was withheld. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

14. Use and Reporting of Settlement Fund Expenditures for Opioid Remediation:

To provide greater certainty in what proposed uses of Settlement Funds qualify as Opioid Remediation, and to provide greater coordination and transparency of the uses of such funds, the Parties agree as follows:

- a. At the request of a Participating Local Government, or on its own accord, the Michigan Department of Attorney General may issue generalized guidance about the Settlements, this Agreement, or whether proposed expenditures of Settlement Payments qualify as Opioid Remediation. Issuance of generalized guidance is solely within the discretion of the Michigan Department of Attorney General.
- b. Starting with Fiscal Year 2026, the State, and Reporting Local Governments that receive Settlement Payments under any of the Settlements shall provide documentation sufficient to show the receipt and expenditure of such funds. Such documentation may take one of two forms:
  - i) The State or Reporting Local Government may produce an annual fiscal year report, similar in form to Exhibit F, which states a. how much money they have received from Settlement Payments in the fiscal year, b. how much money from Settlement Payments they have spent or allocated in the fiscal year, and c. a description of where the Settlement Payments were allocated to or what the Settlement Payments were spent on; or
  - ii) As an alternative to production of an annual fiscal year report, the State or Reporting Local Government may produce budgeting and accounting documents that are sufficient to identify the items listed above.

The State and Reporting Local Governments shall provide such documents on an annual basis, at minimum. A report is not necessary if a Reporting Local Government voluntarily assigns 100% of its share to other Participating Local Governments. The State may provide the necessary information via webpage. Reporting Local Governments may provide their report electronically.

- c. The State and Participating Local Governments may make requests for additional information about an expenditure or allocation. Requests to the State for additional information shall be directed to the Department of Attorney General.

III. **Other Terms and Conditions**

1. Governing Law and Venue: This agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under the Settlements or this Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate state court in Michigan.
2. Modification: This agreement may only be modified by a written amendment between the appropriate Parties. No promises or agreements made after the execution of this agreement shall be binding unless expressly reduced to writing and signed by the Parties.
3. Execution in Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
4. Assignment: The rights granted in this agreement may not be assigned or transferred by any Party without the prior written approval of the other Party. No Party shall be permitted to delegate its responsibilities or obligations under this agreement without the prior written approval of the other Parties.
5. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this agreement.
6. Captions: The captions contained in this agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this agreement or any part of it.
7. Entire Agreement: This agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

## Exhibit A - Final Allocation Percentages

8. **Construction:** The Parties mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this agreement, that they have read, know, and understand completely the contents of this Agreement, and that they have voluntarily executed the same. The Parties further mutually acknowledge that they have had input into the drafting of this agreement and that, accordingly, in any construction to be made of this agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the agreement and the expressed intent of the Parties.
9. **Capacity to Execute Agreement:** The Parties represent and warrant that the individuals signing this agreement on their behalf are duly authorized and fully competent to do so.
10. **Effectiveness:** This agreement shall become effective on the date on which the last signature necessary to meet the requirements set forth in the Settlements is affixed to this agreement.

| Local Government            | Distributor and Janssen<br>Final Allocation Percentage |
|-----------------------------|--------------------------------------------------------|
| Ada Township                | 0.0041016955%                                          |
| Adrian City                 | 0.0318335432%                                          |
| Alcona County               | 0.0934630120%                                          |
| Alger County                | 0.0879526161%                                          |
| Algoma Township             | 0.0016436045%                                          |
| Allegan County              | 0.4327148528%                                          |
| Allen Park City             | 0.0601942865%                                          |
| Allendale Charter Township  | 0.0043561388%                                          |
| Alpena County               | 0.3552568075%                                          |
| Alpine Charter Township     | 0.0014241321%                                          |
| Ann Arbor City              | 0.2594452998%                                          |
| Antrim County               | 0.2666726546%                                          |
| Antwerp Township            | 0.0007355534%                                          |
| Arenac County               | 0.1805504891%                                          |
| Auburn Hills City           | 0.0659163711%                                          |
| Bangor Charter Township     | 0.0061189832%                                          |
| Baraga County               | 0.0830046065%                                          |
| Barry County                | 0.2425000193%                                          |
| Bath Charter Township       | 0.0301307953%                                          |
| Battle Creek City           | 0.1917564588%                                          |
| Bay City                    | 0.0642866795%                                          |
| Bay County                  | 1.1889744773%                                          |
| Bedford Township            | 0.0231086673%                                          |
| Benton Charter Township     | 0.0508131806%                                          |
| Benzie County               | 0.1559709002%                                          |
| Berkley City                | 0.0201037399%                                          |
| Berrien County              | 1.4353012866%                                          |
| Beverly Hills Village       | 0.0257660336%                                          |
| Big Rapids City             | 0.0137263834%                                          |
| Birmingham City             | 0.0577450060%                                          |
| Blackman Charter Township   | 0.0000000000%                                          |
| Bloomfield Charter Township | 0.1341703863%                                          |
| Branch County               | 0.3823020966%                                          |
| Brandon Charter Township    | 0.0167167533%                                          |
| Brighton Township           | 0.0005670107%                                          |

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

| Local Government                      | Distributor and Janssen<br>Final Allocation Percentage |
|---------------------------------------|--------------------------------------------------------|
| Brownstown Charter Township           | 0.0579821158%                                          |
| Burton City                           | 0.0185856758%                                          |
| Byron Township                        | 0.0080424445%                                          |
| Cadillac City                         | 0.0555690910%                                          |
| Caledonia Charter Township            | 0.0025848973%                                          |
| Calhoun County                        | 1.7844566727%                                          |
| Cannon Township                       | 0.0031018767%                                          |
| Canton Charter Township               | 0.2635381672%                                          |
| Cascade Charter Township              | 0.0113589166%                                          |
| Cass County                           | 0.4127455392%                                          |
| Charlevoix County                     | 0.2142858041%                                          |
| Cheboygan County                      | 0.3054123138%                                          |
| Chesterfield Charter Township         | 0.1183364667%                                          |
| Chippewa County                       | 0.2775927323%                                          |
| Clare County                          | 0.2624296608%                                          |
| Clawson City                          | 0.0130752231%                                          |
| Clinton Charter Township              | 0.6524317943%                                          |
| Clinton County                        | 0.5402669012%                                          |
| Coldwater City                        | 0.0072438662%                                          |
| Commerce Charter Township             | 0.0186388163%                                          |
| Comstock Charter Township             | 0.0079220184%                                          |
| Cooper Charter Township               | 0.0008989520%                                          |
| Crawford County                       | 0.2886253251%                                          |
| Davison Township                      | 0.0082901645%                                          |
| Dearborn City                         | 0.2808727222%                                          |
| Dearborn Heights City                 | 0.0987568625%                                          |
| Delhi Charter Township                | 0.0184418634%                                          |
| Delta Charter Township                | 0.0380115648%                                          |
| Delta County                          | 0.2697502485%                                          |
| Detroit City                          | 7.3863551292%                                          |
| Detroit Wayne Mental Health Authority | 0.0000000000%                                          |
| Dewitt Charter Township               | 0.0344650518%                                          |
| Dickinson County                      | 0.2772929170%                                          |
| East Bay Township                     | 0.0013728560%                                          |
| East Grand Rapids City                | 0.0194355013%                                          |
| East Lansing City                     | 0.1928773141%                                          |
| Eastpointe City                       | 0.1572102867%                                          |
| Eaton County                          | 1.0040382409%                                          |

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

| Local Government              | Distributor and Janssen<br>Final Allocation Percentage |
|-------------------------------|--------------------------------------------------------|
| Egelston Township             | 0.0055491844%                                          |
| Emmet County                  | 0.1699583348%                                          |
| Emmett Charter Township       | 0.0076288033%                                          |
| Escanaba City                 | 0.0187485878%                                          |
| Farmington City               | 0.0206439955%                                          |
| Farmington Hills City         | 0.1547676289%                                          |
| Fenton Charter Township       | 0.0017365497%                                          |
| Fenton City                   | 0.0449540568%                                          |
| Ferndale City                 | 0.0835266239%                                          |
| Flat Rock City                | 0.0161012939%                                          |
| Flint Charter Township        | 0.0239721604%                                          |
| Flint City                    | 2.8492835414%                                          |
| Flushing Charter Township     | 0.0035084585%                                          |
| Fort Gratiot Charter Township | 0.0088497409%                                          |
| Fraser City                   | 0.0750697912%                                          |
| Frenchtown Charter Township   | 0.0458193199%                                          |
| Fruitport Charter Township    | 0.0121166953%                                          |
| Gaines Township, Kent County  | 0.0084277406%                                          |
| Garden City                   | 0.0337646978%                                          |
| Garfield Charter Township     | 0.0003811636%                                          |
| Genesee Charter Township      | 0.0121346244%                                          |
| Genesee County                | 2.1326060463%                                          |
| Genoa Township                | 0.0000708763%                                          |
| Georgetown Charter Township   | 0.0067511546%                                          |
| Gladwin County                | 0.2015504737%                                          |
| Gogebic County                | 0.0699910567%                                          |
| Grand Blanc Charter Township  | 0.0196679122%                                          |
| Grand Haven Charter Township  | 0.0105692799%                                          |
| Grand Haven City              | 0.0325929755%                                          |
| Grand Rapids Charter Township | 0.0035213129%                                          |
| Grand Rapids City             | 1.3440310108%                                          |
| Grand Traverse County         | 0.9563580623%                                          |
| Grandville City               | 0.0260586909%                                          |
| Gratiot County                | 0.3525172203%                                          |
| Green Oak Township            | 0.0301528195%                                          |
| Grosse Ile Township           | 0.0200793237%                                          |
| Grosse Pointe Park City       | 0.0265363249%                                          |
| Grosse Pointe Woods City      | 0.0189101571%                                          |

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

| Local Government              | Distributor and Janssen<br>Final Allocation Percentage |
|-------------------------------|--------------------------------------------------------|
| Hamburg Township              | 0.0318032257%                                          |
| Hamtramck City                | 0.1014493061%                                          |
| Harper Woods City             | 0.0283167391%                                          |
| Harrison Charter Township     | 0.1197690449%                                          |
| Hartland Township             | 0.0002733802%                                          |
| Hazel Park City               | 0.0412412381%                                          |
| Highland Charter Township     | 0.0164881836%                                          |
| Highland Park City            | 0.0219276410%                                          |
| Hillsdale County              | 0.4179678350%                                          |
| Holland Charter Township      | 0.0163398631%                                          |
| Holland City                  | 0.0927438767%                                          |
| Holly Township                | 0.0022960861%                                          |
| Houghton County               | 0.2492720157%                                          |
| Huron Charter Township        | 0.0404726923%                                          |
| Huron County                  | 0.1640912378%                                          |
| Independence Charter Township | 0.0462282123%                                          |
| Ingham County                 | 2.3910807430%                                          |
| Inkster City                  | 0.0935029696%                                          |
| Ionia City                    | 0.0251632893%                                          |
| Ionia County                  | 0.5298087066%                                          |
| Iosco County                  | 0.3597973006%                                          |
| Iron County                   | 0.1234778975%                                          |
| Iron Mountain City            | 0.0102890430%                                          |
| Isabella County               | 0.6406629239%                                          |
| Jackson City                  | 0.1975961131%                                          |
| Jackson County                | 0.6079955625%                                          |
| Kalamazoo Charter Township    | 0.0291373061%                                          |
| Kalamazoo City                | 0.2121191546%                                          |
| Kalamazoo County              | 2.1433248383%                                          |
| Kalkaska County               | 0.0922123320%                                          |
| Kent County                   | 3.0032920161%                                          |
| Kentwood City                 | 0.0797172568%                                          |
| Keweenaw County               | 0.0037904729%                                          |
| Lake County                   | 0.0815750848%                                          |
| Lansing City                  | 0.6157260773%                                          |
| Lapeer County                 | 0.4434165047%                                          |
| Leelanau County               | 0.1385869500%                                          |
| Lenawee County                | 0.8823792954%                                          |

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

| Local Government                   | Distributor and Janssen<br>Final Allocation Percentage |
|------------------------------------|--------------------------------------------------------|
| Lenox Township                     | 0.0062683460%                                          |
| Leoni Township                     | 0.0050926306%                                          |
| Lincoln Charter Township           | 0.0099963665%                                          |
| Lincoln Park City                  | 0.0889864469%                                          |
| Livingston County                  | 1.4441660503%                                          |
| Livonia City                       | 0.4479740966%                                          |
| Luce County                        | 0.0715137352%                                          |
| Lyon Charter Township              | 0.0033765972%                                          |
| Mackinac County                    | 0.0509418590%                                          |
| Macomb County                      | 8.9600726785%                                          |
| Macomb Township                    | 0.0605974123%                                          |
| Madison Heights City               | 0.0808305409%                                          |
| Manistee County                    | 0.3495468254%                                          |
| Marion Township, Livingston County | 0.0001113771%                                          |
| Marquette City                     | 0.0175573465%                                          |
| Marquette County                   | 0.6035274193%                                          |
| Mason County                       | 0.2785770312%                                          |
| Mecosta County                     | 0.1860240300%                                          |
| Melvindale City                    | 0.0291074974%                                          |
| Menominee County                   | 0.0885034586%                                          |
| Meridian Charter Township          | 0.0396555339%                                          |
| Midland City                       | 0.1693176181%                                          |
| Midland County                     | 0.3015890091%                                          |
| Milford Charter Township           | 0.0035999720%                                          |
| Missaukee County                   | 0.0561661629%                                          |
| Monitor Charter Township           | 0.0024741595%                                          |
| Monroe Charter Township            | 0.0067058526%                                          |
| Monroe City                        | 0.1177263374%                                          |
| Monroe County                      | 1.7767050856%                                          |
| Montcalm County                    | 0.6957834128%                                          |
| Montmorency County                 | 0.0985848161%                                          |
| Mount Clemens City                 | 0.0281724875%                                          |
| Mount Morris Charter Township      | 0.0139454462%                                          |
| Mount Pleasant City                | 0.0200386139%                                          |
| Mundy Charter Township             | 0.0084457765%                                          |
| Muskegon Charter Township          | 0.0202116759%                                          |
| Muskegon City                      | 0.0979131952%                                          |
| Muskegon County                    | 1.9100374032%                                          |

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

| Local Government             | Distributor and Janssen<br>Final Allocation Percentage |
|------------------------------|--------------------------------------------------------|
| Muskegon Heights City        | 0.0280295137%                                          |
| New Baltimore City           | 0.0269087835%                                          |
| Newaygo County               | 0.5231812721%                                          |
| Niles City                   | 0.0326704621%                                          |
| Niles Township               | 0.0120613306%                                          |
| Northville Charter Township  | 0.0937410512%                                          |
| Norton Shores City           | 0.0393083517%                                          |
| Novi City                    | 0.0820980636%                                          |
| Oak Park City                | 0.0581242238%                                          |
| Oakland Charter Township     | 0.0153661144%                                          |
| Oakland County               | 6.0626288797%                                          |
| Oceana County                | 0.2437642147%                                          |
| Occola Township              | 0.0002025038%                                          |
| Ogemaw County                | 0.6231253016%                                          |
| Ontonagon County             | 0.0564870884%                                          |
| Orion Charter Township       | 0.0271426463%                                          |
| Osceola County               | 0.2155121864%                                          |
| Oscoda County                | 0.0549836791%                                          |
| Oshtemo Charter Township     | 0.0069668831%                                          |
| Otsego County                | 0.3179205988%                                          |
| Ottawa County                | 0.8305826515%                                          |
| Owosso City                  | 0.0336270349%                                          |
| Oxford Charter Township      | 0.0123583455%                                          |
| Park Township, Ottawa County | 0.0038875457%                                          |
| Pittsfield Charter Township  | 0.0274648217%                                          |
| Plainfield Charter Township  | 0.0082472855%                                          |
| Plymouth Charter Township    | 0.0346718756%                                          |
| Pontiac City                 | 0.3248499927%                                          |
| Port Huron Charter Township  | 0.0080840993%                                          |
| Port Huron City              | 0.1459483395%                                          |
| Portage City                 | 0.0550102932%                                          |
| Presque Isle County          | 0.1629846795%                                          |
| Redford Charter Township     | 0.1187245983%                                          |
| Riverview City               | 0.0270311528%                                          |
| Rochester City               | 0.0223582679%                                          |
| Rochester Hills City         | 0.0378542514%                                          |
| Romulus City                 | 0.1043054582%                                          |
| Roscommon County             | 0.4301836680%                                          |

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

| Local Government                        | Distributor and Janssen<br>Final Allocation Percentage |
|-----------------------------------------|--------------------------------------------------------|
| Roseville City                          | 0.2393507823%                                          |
| Royal Oak City                          | 0.1454014679%                                          |
| Saginaw Charter Township                | 0.0387602955%                                          |
| Saginaw City                            | 0.2412683402%                                          |
| Saginaw County                          | 1.8697505971%                                          |
| Sanilac County                          | 0.3884585223%                                          |
| Sault Ste. Marie City                   | 0.1102861730%                                          |
| Schoolcraft County                      | 0.0442223898%                                          |
| Scio Charter Township                   | 0.0028859904%                                          |
| Shelby Charter Township                 | 0.2837106553%                                          |
| Shiawassee County                       | 0.8126041030%                                          |
| South Lyon City                         | 0.0145037834%                                          |
| Southfield City                         | 0.2203463403%                                          |
| Southfield Township                     | 0.0000623372%                                          |
| Southgate City                          | 0.0497592554%                                          |
| Spring Lake Township                    | 0.0058226535%                                          |
| Springfield Charter Township            | 0.0025038767%                                          |
| St Clair County                         | 2.2355271010%                                          |
| St Joseph County                        | 0.2389148728%                                          |
| St. Clair Shores City                   | 0.1903773935%                                          |
| Sterling Heights City                   | 1.0160157647%                                          |
| Sturgis City                            | 0.0335669383%                                          |
| Summit Township, Jackson County         | 0.0082457610%                                          |
| Superior Charter Township               | 0.0067902872%                                          |
| Taylor City                             | 0.2108595037%                                          |
| Texas Charter Township                  | 0.0029159787%                                          |
| Thomas Township                         | 0.0071194604%                                          |
| Traverse City                           | 0.0694748751%                                          |
| Trenton City                            | 0.0269874880%                                          |
| Troy City                               | 0.1321911809%                                          |
| Tuscola County                          | 0.4964109876%                                          |
| Tyrone Township, Livingston County      | 0.0053967269%                                          |
| Union Charter Township                  | 0.0000286906%                                          |
| Van Buren Charter Township              | 0.0769291491%                                          |
| Van Buren County                        | 0.4272870593%                                          |
| Vienna Charter Township, Genesee County | 0.0048418225%                                          |
| Walker City                             | 0.0323258475%                                          |
| Warren City                             | 1.2684338717%                                          |

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

| Local Government                   | Distributor and Janssen<br>Final Allocation Percentage |
|------------------------------------|--------------------------------------------------------|
| Washington Township, Macomb County | 0.0453026297%                                          |
| Washtenaw County                   | 2.6615292034%                                          |
| Waterford Charter Township         | 0.1224458021%                                          |
| Wayne City                         | 0.0938477712%                                          |
| Wayne County                       | 11.8162081894%                                         |
| West Bloomfield Charter Township   | 0.1468923654%                                          |
| Westland City                      | 0.3653116491%                                          |
| Wexford County                     | 0.3345381450%                                          |
| White Lake Charter Township        | 0.0327893557%                                          |
| Wixom City                         | 0.0206907484%                                          |
| Woodhaven City                     | 0.0320328001%                                          |
| Wyandotte City                     | 0.0547075346%                                          |
| Wyoming City                       | 0.1430716261%                                          |
| Ypsilanti Charter Township         | 0.0324173179%                                          |
| Ypsilanti City                     | 0.0503291142%                                          |
| Zeeland Charter Township           | 0.0034449878%                                          |
| <b>Total</b>                       | <b>100.0000000000%</b>                                 |

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement

### Exhibit A - Final Allocation Percentages

| Local Government            | Allergan, CVS, Purdue/Sackler, Teva,<br>Walgreens, and Walmart<br>Final Allocation Percentage |
|-----------------------------|-----------------------------------------------------------------------------------------------|
| Ada Township                | 0.0043760292%                                                                                 |
| Adrian City                 | 0.0339626660%                                                                                 |
| Alcona County               | 0.0934630120%                                                                                 |
| Alger County                | 0.0879526161%                                                                                 |
| Algoma Township             | 0.0017535337%                                                                                 |
| Allegan County              | 0.4616561194%                                                                                 |
| Allen Park City             | 0.0642202609%                                                                                 |
| Allendale Charter Township  | 0.0046474905%                                                                                 |
| Alpena County               | 0.3552568075%                                                                                 |
| Alpine Charter Township     | 0.0015193823%                                                                                 |
| Ann Arbor City              | 0.2767977793%                                                                                 |
| Antrim County               | 0.2666726546%                                                                                 |
| Antwerp Township            | 0.0007847494%                                                                                 |
| Arenac County               | 0.1805504891%                                                                                 |
| Auburn Hills City           | 0.0703250556%                                                                                 |
| Bangor Charter Township     | 0.0065282392%                                                                                 |
| Baraga County               | 0.0830046065%                                                                                 |
| Barry County                | 0.2587191476%                                                                                 |
| Bath Charter Township       | 0.0321460332%                                                                                 |
| Battle Creek City           | 0.2045817057%                                                                                 |
| Bay City                    | 0.0685863654%                                                                                 |
| Bay County                  | 1.2330105691%                                                                                 |
| Bedford Township            | 0.0246542442%                                                                                 |
| Benton Charter Township     | 0.0542117185%                                                                                 |
| Benzie County               | 0.1559709002%                                                                                 |
| Berkley City                | 0.0214483383%                                                                                 |
| Berrien County              | 1.4353012866%                                                                                 |
| Beverly Hills Village       | 0.0274893432%                                                                                 |
| Big Rapids City             | 0.0146444451%                                                                                 |
| Birmingham City             | 0.0616071651%                                                                                 |
| Blackman Charter Township   | 0.0000000000%                                                                                 |
| Bloomfield Charter Township | 0.1431441040%                                                                                 |
| Branch County               | 0.3823020966%                                                                                 |
| Brandon Charter Township    | 0.0178348199%                                                                                 |

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement

| Local Government                      | Allergan, CVS, Purdue/Sackler, Teva,<br>Walgreens, and Walmart<br>Final Allocation Percentage |
|---------------------------------------|-----------------------------------------------------------------------------------------------|
| Brighton Township                     | 0.0006049341%                                                                                 |
| Brownstown Charter Township           | 0.0618601336%                                                                                 |
| Burton City                           | 0.0198287415%                                                                                 |
| Byron Township                        | 0.0085803473%                                                                                 |
| Cadillac City                         | 0.0592857184%                                                                                 |
| Caledonia Charter Township            | 0.0027577830%                                                                                 |
| Calhoun County                        | 1.8505476605%                                                                                 |
| Cannon Township                       | 0.0033093395%                                                                                 |
| Canton Charter Township               | 0.2635381672%                                                                                 |
| Cascade Charter Township              | 0.0121186350%                                                                                 |
| Cass County                           | 0.4127455392%                                                                                 |
| Charlevoix County                     | 0.2142858041%                                                                                 |
| Cheboygan County                      | 0.3167238809%                                                                                 |
| Chesterfield Charter Township         | 0.1262511644%                                                                                 |
| Chippewa County                       | 0.2680205692%                                                                                 |
| Clare County                          | 0.2799817433%                                                                                 |
| Clawson City                          | 0.0139497332%                                                                                 |
| Clinton Charter Township              | 0.6524317943%                                                                                 |
| Clinton County                        | 0.5402669012%                                                                                 |
| Coldwater City                        | 0.0077283577%                                                                                 |
| Commerce Charter Township             | 0.0198854362%                                                                                 |
| Comstock Charter Township             | 0.0084518668%                                                                                 |
| Cooper Charter Township               | 0.0009590766%                                                                                 |
| Crawford County                       | 0.2886253251%                                                                                 |
| Davison Township                      | 0.0088446355%                                                                                 |
| Dearborn City                         | 0.2996583319%                                                                                 |
| Dearborn Heights City                 | 0.1053620175%                                                                                 |
| Delhi Charter Township                | 0.0196753105%                                                                                 |
| Delta Charter Township                | 0.0405538922%                                                                                 |
| Delta County                          | 0.2604485158%                                                                                 |
| Detroit City                          | 7.1316532282%                                                                                 |
| Detroit Wayne Mental Health Authority | 0.0000000000%                                                                                 |
| Dewitt Charter Township               | 0.0367701778%                                                                                 |
| Dickinson County                      | 0.2772929170%                                                                                 |
| East Bay Township                     | 0.0014646767%                                                                                 |
| East Grand Rapids City                | 0.0207354059%                                                                                 |
| East Lansing City                     | 0.1928773141%                                                                                 |

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement

| Local Government              | Allergan, CVS, Purdue/Sackler, Teva,<br>Walgreens, and Walmart<br>Final Allocation Percentage |
|-------------------------------|-----------------------------------------------------------------------------------------------|
| Eastpointe City               | 0.1677249820%                                                                                 |
| Eaton County                  | 1.0040382409%                                                                                 |
| Egelston Township             | 0.0059203305%                                                                                 |
| Emmet County                  | 0.1813256578%                                                                                 |
| Emmett Charter Township       | 0.0081390406%                                                                                 |
| Escanaba City                 | 0.0181020848%                                                                                 |
| Farmington City               | 0.0220247278%                                                                                 |
| Farmington Hills City         | 0.1651189520%                                                                                 |
| Fenton Charter Township       | 0.0018526954%                                                                                 |
| Fenton City                   | 0.0479607189%                                                                                 |
| Ferndale City                 | 0.0891131349%                                                                                 |
| Flat Rock City                | 0.0171781967%                                                                                 |
| Flint Charter Township        | 0.0255754903%                                                                                 |
| Flint City                    | 2.9548125615%                                                                                 |
| Flushing Charter Township     | 0.0037431147%                                                                                 |
| Fort Gratiot Charter Township | 0.0094416381%                                                                                 |
| Fraser City                   | 0.0800906838%                                                                                 |
| Frenchtown Charter Township   | 0.0488838534%                                                                                 |
| Fruitport Charter Township    | 0.0129270962%                                                                                 |
| Gaines Township, Kent County  | 0.0089914131%                                                                                 |
| Garden City                   | 0.0360229820%                                                                                 |
| Garfield Charter Township     | 0.0004066570%                                                                                 |
| Genesee Charter Township      | 0.0129462245%                                                                                 |
| Genesee County                | 2.0590679068%                                                                                 |
| Genoa Township                | 0.0000756167%                                                                                 |
| Georgetown Charter Township   | 0.0072026921%                                                                                 |
| Gladwin County                | 0.2150307736%                                                                                 |
| Gogebic County                | 0.0746722684%                                                                                 |
| Grand Blanc Charter Township  | 0.0209833611%                                                                                 |
| Grand Haven Charter Township  | 0.0112761850%                                                                                 |
| Grand Haven City              | 0.0347728914%                                                                                 |
| Grand Rapids Charter Township | 0.0037568289%                                                                                 |
| Grand Rapids City             | 1.3440310108%                                                                                 |
| Grand Traverse County         | 0.9233801980%                                                                                 |
| Grandville City               | 0.0278015743%                                                                                 |
| Gratiot County                | 0.3525172203%                                                                                 |
| Green Oak Township            | 0.0321695305%                                                                                 |

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement

| Local Government              | Allergan, CVS, Purdue/Sackler, Teva,<br>Walgreens, and Walmart<br>Final Allocation Percentage |
|-------------------------------|-----------------------------------------------------------------------------------------------|
| Grosse Ile Township           | 0.0214222891%                                                                                 |
| Grosse Pointe Park City       | 0.0283111539%                                                                                 |
| Grosse Pointe Woods City      | 0.0201749251%                                                                                 |
| Hamburg Township              | 0.0339303208%                                                                                 |
| Hamtramck City                | 0.1082345398%                                                                                 |
| Harper Woods City             | 0.0302106475%                                                                                 |
| Harrison Charter Township     | 0.1242049355%                                                                                 |
| Hartland Township             | 0.0002916646%                                                                                 |
| Hazel Park City               | 0.0439995757%                                                                                 |
| Highland Charter Township     | 0.0175909627%                                                                                 |
| Highland Park City            | 0.0233942274%                                                                                 |
| Hillsdale County              | 0.4179678350%                                                                                 |
| Holland Charter Township      | 0.0174327221%                                                                                 |
| Holland City                  | 0.0989468652%                                                                                 |
| Holly Township                | 0.0024496552%                                                                                 |
| Houghton County               | 0.2492720157%                                                                                 |
| Huron Charter Township        | 0.0404726923%                                                                                 |
| Huron County                  | 0.1750661517%                                                                                 |
| Independence Charter Township | 0.0493200938%                                                                                 |
| Ingham County                 | 2.3910807430%                                                                                 |
| Inkster City                  | 0.0997567285%                                                                                 |
| Ionia City                    | 0.0268462855%                                                                                 |
| Ionia County                  | 0.5494312513%                                                                                 |
| Iosco County                  | 0.3597973006%                                                                                 |
| Iron County                   | 0.1234778975%                                                                                 |
| Iron Mountain City            | 0.0102890430%                                                                                 |
| Isabella County               | 0.6406629239%                                                                                 |
| Jackson City                  | 0.1975961131%                                                                                 |
| Jackson County                | 0.6486601285%                                                                                 |
| Kalamazoo Charter Township    | 0.0310860965%                                                                                 |
| Kalamazoo City                | 0.2263063196%                                                                                 |
| Kalamazoo County              | 2.2227072398%                                                                                 |
| Kalkaska County               | 0.0983797692%                                                                                 |
| Kent County                   | 3.1145250537%                                                                                 |
| Kentwood City                 | 0.0850489860%                                                                                 |
| Keweenaw County               | 0.0040439910%                                                                                 |
| Lake County                   | 0.0815750848%                                                                                 |

Exhibit A-2  
4 of 8

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement

| Local Government                   | Allergan, CVS, Purdue/Sackler, Teva,<br>Walgreens, and Walmart<br>Final Allocation Percentage |
|------------------------------------|-----------------------------------------------------------------------------------------------|
| Lansing City                       | 0.5944941436%                                                                                 |
| Lapeer County                      | 0.4730735299%                                                                                 |
| Leelanau County                    | 0.1385869500%                                                                                 |
| Lenawee County                     | 0.8823792954%                                                                                 |
| Lenox Township                     | 0.0066875918%                                                                                 |
| Leoni Township                     | 0.0054332410%                                                                                 |
| Lincoln Charter Township           | 0.0106649534%                                                                                 |
| Lincoln Park City                  | 0.0949381273%                                                                                 |
| Livingston County                  | 1.4976536818%                                                                                 |
| Livonia City                       | 0.4479740966%                                                                                 |
| Luce County                        | 0.0715137352%                                                                                 |
| Lyon Charter Township              | 0.0036024341%                                                                                 |
| Mackinac County                    | 0.0543490033%                                                                                 |
| Macomb County                      | 8.6511046551%                                                                                 |
| Macomb Township                    | 0.0646503489%                                                                                 |
| Madison Heights City               | 0.0862367299%                                                                                 |
| Manistee County                    | 0.3495468254%                                                                                 |
| Marion Township, Livingston County | 0.0001188263%                                                                                 |
| Marquette City                     | 0.0187316345%                                                                                 |
| Marquette County                   | 0.6035274193%                                                                                 |
| Mason County                       | 0.2785770312%                                                                                 |
| Mecosta County                     | 0.1984658748%                                                                                 |
| Melvindale City                    | 0.0310542941%                                                                                 |
| Menominee County                   | 0.0944228353%                                                                                 |
| Meridian Charter Township          | 0.0423078149%                                                                                 |
| Midland City                       | 0.1806420880%                                                                                 |
| Midland County                     | 0.3217601862%                                                                                 |
| Milford Charter Township           | 0.0038407489%                                                                                 |
| Missaukee County                   | 0.0599227243%                                                                                 |
| Monitor Charter Township           | 0.0026396387%                                                                                 |
| Monroe Charter Township            | 0.0071543602%                                                                                 |
| Monroe City                        | 0.1256002278%                                                                                 |
| Monroe County                      | 1.7154393930%                                                                                 |
| Montcalm County                    | 0.6957834128%                                                                                 |
| Montmorency County                 | 0.0985848161%                                                                                 |
| Mount Clemens City                 | 0.0300567479%                                                                                 |
| Mount Morris Charter Township      | 0.0148781594%                                                                                 |

Exhibit A-2  
5 of 8

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement

| Local Government             | Allergan, CVS, Purdue/Sackler, Teva,<br>Walgreens, and Walmart<br>Final Allocation Percentage |
|------------------------------|-----------------------------------------------------------------------------------------------|
| Mount Pleasant City          | 0.0213788564%                                                                                 |
| Mundy Charter Township       | 0.0090106554%                                                                                 |
| Muskegon Charter Township    | 0.0215634933%                                                                                 |
| Muskegon City                | 0.1044619233%                                                                                 |
| Muskegon County              | 1.9100374032%                                                                                 |
| Muskegon Heights City        | 0.0299042116%                                                                                 |
| New Baltimore City           | 0.0287085237%                                                                                 |
| Newaygo County               | 0.5231812721%                                                                                 |
| Niles City                   | 0.0348555605%                                                                                 |
| Niles Township               | 0.0128680285%                                                                                 |
| Northville Charter Township  | 0.0937410512%                                                                                 |
| Norton Shores City           | 0.0419374121%                                                                                 |
| Novi City                    | 0.0875890282%                                                                                 |
| Oak Park City                | 0.0620117462%                                                                                 |
| Oakland Charter Township     | 0.0163938462%                                                                                 |
| Oakland County               | 5.8535727114%                                                                                 |
| Oceana County                | 0.2437642147%                                                                                 |
| Oceola Township              | 0.0002160479%                                                                                 |
| Ogemaw County                | 0.6231253016%                                                                                 |
| Ontonagon County             | 0.0564870884%                                                                                 |
| Orion Charter Township       | 0.0289580279%                                                                                 |
| Osceola County               | 0.2155121864%                                                                                 |
| Oscoda County                | 0.0586611524%                                                                                 |
| Oshtemo Charter Township     | 0.0074328492%                                                                                 |
| Otsego County                | 0.3179205988%                                                                                 |
| Ottawa County                | 0.8861345094%                                                                                 |
| Owosso City                  | 0.0358761118%                                                                                 |
| Oxford Charter Township      | 0.0131849087%                                                                                 |
| Park Township, Ottawa County | 0.0041475564%                                                                                 |
| Pittsfield Charter Township  | 0.0284820374%                                                                                 |
| Plainfield Charter Township  | 0.0087988887%                                                                                 |
| Plymouth Charter Township    | 0.0369908346%                                                                                 |
| Pontiac City                 | 0.3368814739%                                                                                 |
| Port Huron Charter Township  | 0.0086247881%                                                                                 |
| Port Huron City              | 0.1557098020%                                                                                 |
| Portage City                 | 0.0586895466%                                                                                 |
| Presque Isle County          | 0.1629846795%                                                                                 |

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement

| Local Government                | Allergan, CVS, Purdue/Sackler, Teva,<br>Walgreens, and Walmart<br>Final Allocation Percentage |
|---------------------------------|-----------------------------------------------------------------------------------------------|
| Redford Charter Township        | 0.1266652554%                                                                                 |
| Riverview City                  | 0.0288390774%                                                                                 |
| Rochester City                  | 0.0238536559%                                                                                 |
| Rochester Hills City            | 0.0403860572%                                                                                 |
| Romulus City                    | 0.1043054582%                                                                                 |
| Roscommon County                | 0.4301836680%                                                                                 |
| Roseville City                  | 0.2553592802%                                                                                 |
| Royal Oak City                  | 0.1551263540%                                                                                 |
| Saginaw Charter Township        | 0.0413527002%                                                                                 |
| Saginaw City                    | 0.2574050901%                                                                                 |
| Saginaw County                  | 1.8052764386%                                                                                 |
| Sanilac County                  | 0.3884585223%                                                                                 |
| Sault Ste. Marie City           | 0.1102861730%                                                                                 |
| Schoolcraft County              | 0.0471801158%                                                                                 |
| Scio Charter Township           | 0.0030790141%                                                                                 |
| Shelby Charter Township         | 0.3026860745%                                                                                 |
| Shiawassee County               | 0.8126041030%                                                                                 |
| South Lyon City                 | 0.0154738400%                                                                                 |
| Southfield City                 | 0.2350837642%                                                                                 |
| Southfield Township             | 0.0000665064%                                                                                 |
| Southgate City                  | 0.0530873036%                                                                                 |
| Spring Lake Township            | 0.0062120900%                                                                                 |
| Springfield Charter Township    | 0.0026713434%                                                                                 |
| St Clair County                 | 2.2355271010%                                                                                 |
| St Joseph County                | 0.2548942158%                                                                                 |
| St. Clair Shores City           | 0.2031104044%                                                                                 |
| Sterling Heights City           | 1.0536459782%                                                                                 |
| Sturgis City                    | 0.0358119958%                                                                                 |
| Summit Township, Jackson County | 0.0087972622%                                                                                 |
| Superior Charter Township       | 0.0072444420%                                                                                 |
| Taylor City                     | 0.2249624195%                                                                                 |
| Texas Charter Township          | 0.0031110081%                                                                                 |
| Thomas Township                 | 0.0075956313%                                                                                 |
| Traverse City                   | 0.0694748751%                                                                                 |
| Trenton City                    | 0.0287924922%                                                                                 |
| Troy City                       | 0.1410325234%                                                                                 |
| Tuscola County                  | 0.4964109876%                                                                                 |

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement

| Local Government                        | Allergan, CVS, Purdue/Sackler, Teva,<br>Walgreens, and Walmart<br>Final Allocation Percentage |
|-----------------------------------------|-----------------------------------------------------------------------------------------------|
| Tyrone Township, Livingston County      | 0.0057576762%                                                                                 |
| Union Charter Township                  | 0.0000306095%                                                                                 |
| Van Buren Charter Township              | 0.0769291491%                                                                                 |
| Van Buren County                        | 0.4558652989%                                                                                 |
| Vienna Charter Township, Genesee County | 0.0051656581%                                                                                 |
| Walker City                             | 0.0344878971%                                                                                 |
| Warren City                             | 1.3154129040%                                                                                 |
| Washington Township, Macomb County      | 0.0483326054%                                                                                 |
| Washtenaw County                        | 2.6615292034%                                                                                 |
| Waterford Charter Township              | 0.1306353444%                                                                                 |
| Wayne City                              | 0.0938477712%                                                                                 |
| Wayne County                            | 11.4087527346%                                                                                |
| West Bloomfield Charter Township        | 0.1567169672%                                                                                 |
| Westland City                           | 0.3653116491%                                                                                 |
| Wexford County                          | 0.3345381450%                                                                                 |
| White Lake Charter Township             | 0.0349824061%                                                                                 |
| Wixom City                              | 0.0220746076%                                                                                 |
| Woodhaven City                          | 0.0341752498%                                                                                 |
| Wyandotte City                          | 0.0583665385%                                                                                 |
| Wyoming City                            | 0.1526406854%                                                                                 |
| Ypsilanti Charter Township              | 0.0345854854%                                                                                 |
| Ypsilanti City                          | 0.0536952762%                                                                                 |
| Zeeland Charter Township                | 0.0036753989%                                                                                 |
| <b>Total</b>                            | <b>100.0000000000%</b>                                                                        |

Exhibit A-2  
8 of 8

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

## Exhibit A - Final Allocation Percentages

| Local Government            | Generic Manufacturers and Kroger<br>Final Allocation Percentage |
|-----------------------------|-----------------------------------------------------------------|
| Ada Township                | 0.0048672491%                                                   |
| Adrian City                 | 0.0377750571%                                                   |
| Alcona County               | 0.0917940297%                                                   |
| Alger County                | 0.0863820337%                                                   |
| Algoma Township             | 0.0019503721%                                                   |
| Allegan County              | 0.5134781318%                                                   |
| Allen Park City             | 0.0714291400%                                                   |
| Allendale Charter Township  | 0.0051691825%                                                   |
| Alpena County               | 0.3489129359%                                                   |
| Alpine Charter Township     | 0.0016899367%                                                   |
| Ann Arbor City              | 0.3078689973%                                                   |
| Antrim County               | 0.2619106430%                                                   |
| Antwerp Township            | 0.0008728394%                                                   |
| Arenac County               | 0.1773263732%                                                   |
| Auburn Hills City           | 0.0782192126%                                                   |
| Bangor Charter Township     | 0.0072610498%                                                   |
| Baraga County               | 0.0815223814%                                                   |
| Barry County                | 0.2877609956%                                                   |
| Bath Charter Township       | 0.0357545030%                                                   |
| Battle Creek City           | 0.2275464953%                                                   |
| Bay City                    | 0.0762853502%                                                   |
| Bay County                  | 1.2109925232%                                                   |
| Bedford Township            | 0.0274217426%                                                   |
| Benton Charter Township     | 0.0602971146%                                                   |
| Benzie County               | 0.1531857055%                                                   |
| Berkley City                | 0.0238559660%                                                   |
| Berrien County              | 1.4096709065%                                                   |
| Beverly Hills Village       | 0.0305750883%                                                   |
| Big Rapids City             | 0.0162883194%                                                   |
| Birmingham City             | 0.0685227179%                                                   |
| Blackman Charter Township   | 0.0000000000%                                                   |
| Bloomfield Charter Township | 0.1592123748%                                                   |
| Branch County               | 0.3754752735%                                                   |
| Brandon Charter Township    | 0.0198368214%                                                   |
| Brighton Township           | 0.0006728394%                                                   |

Exhibit A-3  
1 of 8

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

| Local Government                      | Generic Manufacturers and Kroger<br>Final Allocation Percentage |
|---------------------------------------|-----------------------------------------------------------------|
| Brownstown Charter Township           | 0.0688040827%                                                   |
| Burton City                           | 0.0220545655%                                                   |
| Byron Township                        | 0.0095435120%                                                   |
| Cadillac City                         | 0.0659406832%                                                   |
| Caledonia Charter Township            | 0.0030673508%                                                   |
| Calhoun County                        | 1.8175021666%                                                   |
| Cannon Township                       | 0.0036808209%                                                   |
| Canton Charter Township               | 0.2588321285%                                                   |
| Cascade Charter Township              | 0.0134789810%                                                   |
| Cass County                           | 0.4053750832%                                                   |
| Charlevoix County                     | 0.2104592719%                                                   |
| Cheboygan County                      | 0.3110680973%                                                   |
| Chesterfield Charter Township         | 0.1404231620%                                                   |
| Chippewa County                       | 0.2632344876%                                                   |
| Clare County                          | 0.3114103689%                                                   |
| Clawson City                          | 0.0155156244%                                                   |
| Clinton Charter Township              | 0.6407812266%                                                   |
| Clinton County                        | 0.5306192780%                                                   |
| Coldwater City                        | 0.0085958845%                                                   |
| Commerce Charter Township             | 0.0221176243%                                                   |
| Comstock Charter Township             | 0.0094006092%                                                   |
| Cooper Charter Township               | 0.0010667353%                                                   |
| Crawford County                       | 0.2834713014%                                                   |
| Davison Township                      | 0.0098374672%                                                   |
| Dearborn City                         | 0.3332957021%                                                   |
| Dearborn Heights City                 | 0.1171891580%                                                   |
| Delhi Charter Township                | 0.0218839116%                                                   |
| Delta Charter Township                | 0.0451061644%                                                   |
| Delta County                          | 0.2557976495%                                                   |
| Detroit City                          | 7.0043022777%                                                   |
| Detroit Wayne Mental Health Authority | 0.0000000000%                                                   |
| Dewitt Charter Township               | 0.0408977189%                                                   |
| Dickinson County                      | 0.2723412578%                                                   |
| East Bay Township                     | 0.0016290902%                                                   |
| East Grand Rapids City                | 0.0230630052%                                                   |
| East Lansing City                     | 0.1894330764%                                                   |
| Eastpointe City                       | 0.1865525155%                                                   |
| Eaton County                          | 0.9861089866%                                                   |

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

| Local Government              | Generic Manufacturers and Kroger<br>Final Allocation Percentage |
|-------------------------------|-----------------------------------------------------------------|
| Egelston Township             | 0.0065849019%                                                   |
| Emmet County                  | 0.2016799000%                                                   |
| Emmett Charter Township       | 0.0090526675%                                                   |
| Escanaba City                 | 0.0177788333%                                                   |
| Farmington City               | 0.0244970566%                                                   |
| Farmington Hills City         | 0.1836539524%                                                   |
| Fenton Charter Township       | 0.0020606649%                                                   |
| Fenton City                   | 0.0533444252%                                                   |
| Ferndale City                 | 0.0991162992%                                                   |
| Flat Rock City                | 0.0191064907%                                                   |
| Flint Charter Township        | 0.0284464008%                                                   |
| Flint City                    | 2.9020480514%                                                   |
| Flushing Charter Township     | 0.0041632884%                                                   |
| Fort Gratiot Charter Township | 0.0105014847%                                                   |
| Fraser City                   | 0.0890810562%                                                   |
| Frenchtown Charter Township   | 0.0543711838%                                                   |
| Fruitport Charter Township    | 0.0143781939%                                                   |
| Gaines Township, Kent County  | 0.0100007209%                                                   |
| Garden City                   | 0.0400666486%                                                   |
| Garfield Charter Township     | 0.0004523052%                                                   |
| Genesee Charter Township      | 0.0143994694%                                                   |
| Genesee County                | 2.0222988370%                                                   |
| Genoa Township                | 0.0000841049%                                                   |
| Georgetown Charter Township   | 0.0080112116%                                                   |
| Gladwin County                | 0.2391684964%                                                   |
| Gogebic County                | 0.0830544105%                                                   |
| Grand Blanc Charter Township  | 0.0233387940%                                                   |
| Grand Haven Charter Township  | 0.0125419639%                                                   |
| Grand Haven City              | 0.0386762323%                                                   |
| Grand Rapids Charter Township | 0.0041785420%                                                   |
| Grand Rapids City             | 1.3200304570%                                                   |
| Grand Traverse County         | 0.9068912659%                                                   |
| Grandville City               | 0.0309223680%                                                   |
| Gratiot County                | 0.3462222699%                                                   |
| Green Oak Township            | 0.0357806378%                                                   |
| Grosse Ile Township           | 0.0238269927%                                                   |
| Grosse Pointe Park City       | 0.0314891491%                                                   |
| Grosse Pointe Woods City      | 0.0224396090%                                                   |

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

| Local Government              | Generic Manufacturers and Kroger<br>Final Allocation Percentage |
|-------------------------------|-----------------------------------------------------------------|
| Hamburg Township              | 0.0377390811%                                                   |
| Hamtramck City                | 0.1203841279%                                                   |
| Harper Woods City             | 0.0336018655%                                                   |
| Harrison Charter Township     | 0.1219869902%                                                   |
| Hartland Township             | 0.0003244047%                                                   |
| Hazel Park City               | 0.0489386342%                                                   |
| Highland Charter Township     | 0.0195655907%                                                   |
| Highland Park City            | 0.0260202858%                                                   |
| Hillsdale County              | 0.4105041237%                                                   |
| Holland Charter Township      | 0.0193895872%                                                   |
| Holland City                  | 0.1100538894%                                                   |
| Holly Township                | 0.0027246349%                                                   |
| Houghton County               | 0.2448207297%                                                   |
| Huron Charter Township        | 0.0397499656%                                                   |
| Huron County                  | 0.1947177493%                                                   |
| Independence Charter Township | 0.0548563932%                                                   |
| Ingham County                 | 2.3483828726%                                                   |
| Inkster City                  | 0.1109546618%                                                   |
| Ionia City                    | 0.0298598458%                                                   |
| Ionia County                  | 0.5396199789%                                                   |
| Iosco County                  | 0.3533723488%                                                   |
| Iron County                   | 0.1212729351%                                                   |
| Iron Mountain City            | 0.0101053101%                                                   |
| Isabella County               | 0.6292225146%                                                   |
| Jackson City                  | 0.1940676111%                                                   |
| Jackson County                | 0.7214737917%                                                   |
| Kalamazoo Charter Township    | 0.0345755857%                                                   |
| Kalamazoo City                | 0.2517097496%                                                   |
| Kalamazoo County              | 2.1830160391%                                                   |
| Kalkaska County               | 0.1094231355%                                                   |
| Kent County                   | 3.0589085349%                                                   |
| Kentwood City                 | 0.0945959397%                                                   |
| Keweenaw County               | 0.0044979388%                                                   |
| Lake County                   | 0.0801183868%                                                   |
| Lansing City                  | 0.5838781768%                                                   |
| Lapeer County                 | 0.5261771741%                                                   |
| Leelanau County               | 0.1361121830%                                                   |
| Lenawee County                | 0.8666225223%                                                   |

Exhibit A-3  
4 of 8

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

| Local Government                   | Generic Manufacturers and Kroger<br>Final Allocation Percentage |
|------------------------------------|-----------------------------------------------------------------|
| Lenox Township                     | 0.0074382901%                                                   |
| Leoni Township                     | 0.0060431354%                                                   |
| Lincoln Charter Township           | 0.0118621201%                                                   |
| Lincoln Park City                  | 0.1055951609%                                                   |
| Livingston County                  | 1.4709098660%                                                   |
| Livonia City                       | 0.4399745592%                                                   |
| Luce County                        | 0.0702367042%                                                   |
| Lyon Charter Township              | 0.0040068160%                                                   |
| Mackinac County                    | 0.0604498099%                                                   |
| Macomb County                      | 8.4966206434%                                                   |
| Macomb Township                    | 0.0719075065%                                                   |
| Madison Heights City               | 0.0959170107%                                                   |
| Manistee County                    | 0.3433049178%                                                   |
| Marion Township, Livingston County | 0.0001321649%                                                   |
| Marquette City                     | 0.0208343056%                                                   |
| Marquette County                   | 0.5927501439%                                                   |
| Mason County                       | 0.2736024413%                                                   |
| Mecosta County                     | 0.2207441477%                                                   |
| Melvindale City                    | 0.0345402135%                                                   |
| Menominee County                   | 0.1050220262%                                                   |
| Meridian Charter Township          | 0.0470569691%                                                   |
| Midland City                       | 0.2009195979%                                                   |
| Midland County                     | 0.3578785428%                                                   |
| Milford Charter Township           | 0.0042718823%                                                   |
| Missaukee County                   | 0.0666491945%                                                   |
| Monitor Charter Township           | 0.0029359445%                                                   |
| Monroe Charter Township            | 0.0079574543%                                                   |
| Monroe City                        | 0.1396991561%                                                   |
| Monroe County                      | 1.6848065467%                                                   |
| Montcalm County                    | 0.6833587090%                                                   |
| Montmorency County                 | 0.0968243729%                                                   |
| Mount Clemens City                 | 0.0334306903%                                                   |
| Mount Morris Charter Township      | 0.0165482687%                                                   |
| Mount Pleasant City                | 0.0237786846%                                                   |
| Mundy Charter Township             | 0.0100221232%                                                   |
| Muskegon Charter Township          | 0.0239840474%                                                   |
| Muskegon City                      | 0.1161880260%                                                   |
| Muskegon County                    | 1.8759295925%                                                   |

Exhibit A-3  
5 of 8

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

| Local Government             | Generic Manufacturers and Kroger<br>Final Allocation Percentage |
|------------------------------|-----------------------------------------------------------------|
| Muskegon Heights City        | 0.0332610314%                                                   |
| New Baltimore City           | 0.0319311246%                                                   |
| Newaygo County               | 0.5138387494%                                                   |
| Niles City                   | 0.0387681812%                                                   |
| Niles Township               | 0.0143124958%                                                   |
| Northville Charter Township  | 0.0920671038%                                                   |
| Norton Shores City           | 0.0466449877%                                                   |
| Novi City                    | 0.0974211078%                                                   |
| Oak Park City                | 0.0689727142%                                                   |
| Oakland Charter Township     | 0.0182340949%                                                   |
| Oakland County               | 5.7490446273%                                                   |
| Oceana County                | 0.2394112823%                                                   |
| Oshtemo Township             | 0.0002402998%                                                   |
| Ogemaw County                | 0.6119980640%                                                   |
| Ontonagon County             | 0.0554783904%                                                   |
| Orion Charter Township       | 0.0322086363%                                                   |
| Osceola County               | 0.2116637545%                                                   |
| Oscoda County                | 0.0652460081%                                                   |
| Oshkemo Charter Township     | 0.0082672044%                                                   |
| Otsego County                | 0.3122434453%                                                   |
| Ottawa County                | 0.9856052443%                                                   |
| Owosso City                  | 0.0399032918%                                                   |
| Oxford Charter Township      | 0.0146649465%                                                   |
| Park Township, Ottawa County | 0.0046131297%                                                   |
| Pittsfield Charter Township  | 0.0279734296%                                                   |
| Plainfield Charter Township  | 0.0097865852%                                                   |
| Plymouth Charter Township    | 0.0411431450%                                                   |
| Pontiac City                 | 0.3308657333%                                                   |
| Port Huron Charter Township  | 0.0095929414%                                                   |
| Port Huron City              | 0.1731886027%                                                   |
| Portage City                 | 0.0652775897%                                                   |
| Presque Isle County          | 0.1600742388%                                                   |
| Redford Charter Township     | 0.1408837357%                                                   |
| Riverview City               | 0.0320763333%                                                   |
| Rochester City               | 0.0265312862%                                                   |
| Rochester Hills City         | 0.0449194895%                                                   |
| Romulus City                 | 0.1024428607%                                                   |
| Roscommon County             | 0.4225018168%                                                   |

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

| Local Government                        | Generic Manufacturers and Kroger<br>Final Allocation Percentage |
|-----------------------------------------|-----------------------------------------------------------------|
| Roseville City                          | 0.2840239750%                                                   |
| Royal Oak City                          | 0.1725396612%                                                   |
| Saginaw Charter Township                | 0.0459946405%                                                   |
| Saginaw City                            | 0.2862994320%                                                   |
| Saginaw County                          | 1.7730393593%                                                   |
| Sanilac County                          | 0.3815217629%                                                   |
| Sault Ste. Marie City                   | 0.1083167770%                                                   |
| Schoolcraft County                      | 0.0524761976%                                                   |
| Scio Charter Township                   | 0.0034246408%                                                   |
| Shelby Charter Township                 | 0.3366633161%                                                   |
| Shiawassee County                       | 0.7980933155%                                                   |
| South Lyon City                         | 0.0172108158%                                                   |
| Southfield City                         | 0.2614724834%                                                   |
| Southfield Township                     | 0.0000739720%                                                   |
| Southgate City                          | 0.0590464814%                                                   |
| Spring Lake Township                    | 0.0069094121%                                                   |
| Springfield Charter Township            | 0.0029712082%                                                   |
| St Clair County                         | 2.1956069742%                                                   |
| St Joseph County                        | 0.2835067060%                                                   |
| St. Clair Shores City                   | 0.2259100369%                                                   |
| Sterling Heights City                   | 1.0348308715%                                                   |
| Sturgis City                            | 0.0398319787%                                                   |
| Summit Township, Jackson County         | 0.0097847761%                                                   |
| Superior Charter Township               | 0.0080576481%                                                   |
| Taylor City                             | 0.2502149934%                                                   |
| Texas Charter Township                  | 0.0034602263%                                                   |
| Thomas Township                         | 0.0084482592%                                                   |
| Traverse City                           | 0.0682342524%                                                   |
| Trenton City                            | 0.0320245188%                                                   |
| Troy City                               | 0.1568637642%                                                   |
| Tuscola County                          | 0.4875465057%                                                   |
| Tyrone Township, Livingston County      | 0.0064039892%                                                   |
| Union Charter Township                  | 0.0000340455%                                                   |
| Van Buren Charter Township              | 0.0755554143%                                                   |
| Van Buren County                        | 0.5070372777%                                                   |
| Vienna Charter Township, Genesee County | 0.0057455156%                                                   |
| Walker City                             | 0.0383592467%                                                   |
| Warren City                             | 1.2919233878%                                                   |

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

| Local Government                   | Generic Manufacturers and Kroger<br>Final Allocation Percentage |
|------------------------------------|-----------------------------------------------------------------|
| Washington Township, Macomb County | 0.0537580568%                                                   |
| Washtenaw County                   | 2.6140018962%                                                   |
| Waterford Charter Township         | 0.1452994768%                                                   |
| Wayne City                         | 0.0921719182%                                                   |
| Wayne County                       | 11.2050250072%                                                  |
| West Bloomfield Charter Township   | 0.1743088246%                                                   |
| Westland City                      | 0.3587882268%                                                   |
| Wexford County                     | 0.3285642495%                                                   |
| White Lake Charter Township        | 0.0389092655%                                                   |
| Wixom City                         | 0.0245525356%                                                   |
| Woodhaven City                     | 0.0380115040%                                                   |
| Wyandotte City                     | 0.0649183232%                                                   |
| Wyoming City                       | 0.1697749703%                                                   |
| Ypsilanti Charter Township         | 0.0384677895%                                                   |
| Ypsilanti City                     | 0.0597227004%                                                   |
| Zeeland Charter Township           | 0.0040879713%                                                   |
| <b>Total</b>                       | <b>100.0000000000%</b>                                          |

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

## Exhibit B - Preliminary Allocation Percentage

| Local Government            | Preliminary Allocation Percentage |
|-----------------------------|-----------------------------------|
| Ada Township                | 0.0073233482%                     |
| Adrian City                 | 0.0568370128%                     |
| Alcona County               | 0.0834491179%                     |
| Alger County                | 0.0785291215%                     |
| Algoma Township             | 0.0029345640%                     |
| Allegan County              | 0.7725881935%                     |
| Allen Park City             | 0.1074735355%                     |
| Allendale Charter Township  | 0.0077776425%                     |
| Alpena County               | 0.3171935781%                     |
| Alpine Charter Township     | 0.0025427083%                     |
| Ann Arbor City              | 0.4632250874%                     |
| Antrim County               | 0.2381005845%                     |
| Antwerp Township            | 0.0013132895%                     |
| Arenac County               | 0.1612057938%                     |
| Auburn Hills City           | 0.1176899978%                     |
| Bangor Charter Township     | 0.0109251027%                     |
| Baraga County               | 0.0741112558%                     |
| Barry County                | 0.4329702358%                     |
| Bath Charter Township       | 0.0537968516%                     |
| Battle Creek City           | 0.3423704436%                     |
| Bay City                    | 0.1147802745%                     |
| Bay County                  | 1.1009022938%                     |
| Bedford Township            | 0.0412592343%                     |
| Benton Charter Township     | 0.0907240950%                     |
| Benzie County               | 0.1392597323%                     |
| Berkley City                | 0.0358941044%                     |
| Berrien County              | 1.2815190059%                     |
| Beverly Hills Village       | 0.0460038135%                     |
| Big Rapids City             | 0.0245076907%                     |
| Birmingham City             | 0.1031004819%                     |
| Blackman Charter Township   | 0.0000000000%                     |
| Bloomfield Charter Township | 0.2395537286%                     |
| Branch County               | 0.3413411577%                     |
| Brandon Charter Township    | 0.0298468290%                     |
| Brighton Township           | 0.0010123659%                     |

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

| Local Government                      | Preliminary Allocation Percentage |
|---------------------------------------|-----------------------------------|
| Brownstown Charter Township           | 0.1035238283%                     |
| Burton City                           | 0.0331836857%                     |
| Byron Township                        | 0.0143593354%                     |
| Cadillac City                         | 0.0992155073%                     |
| Caledonia Charter Township            | 0.0046151897%                     |
| Calhoun County                        | 1.6522746969%                     |
| Cannon Township                       | 0.0055382276%                     |
| Canton Charter Township               | 0.2353019350%                     |
| Cascade Charter Township              | 0.0202807109%                     |
| Cass County                           | 0.3685228029%                     |
| Charlevoix County                     | 0.1913266108%                     |
| Cheboygan County                      | 0.2827891794%                     |
| Chesterfield Charter Township         | 0.2112831498%                     |
| Chippewa County                       | 0.2393040796%                     |
| Clare County                          | 0.4685534972%                     |
| Clawson City                          | 0.0233450803%                     |
| Clinton Charter Township              | 0.5825283878%                     |
| Clinton County                        | 0.4823811618%                     |
| Coldwater City                        | 0.0129335184%                     |
| Commerce Charter Township             | 0.0332785651%                     |
| Comstock Charter Township             | 0.0141443213%                     |
| Cooper Charter Township               | 0.0016050286%                     |
| Crawford County                       | 0.2577011831%                     |
| Davison Township                      | 0.0148016255%                     |
| Dearborn City                         | 0.5014825529%                     |
| Dearborn Heights City                 | 0.1763248603%                     |
| Delhi Charter Township                | 0.0329269168%                     |
| Delta Charter Township                | 0.0678675252%                     |
| Delta County                          | 0.2325433177%                     |
| Detroit City                          | 6.3675475252%                     |
| Detroit Wayne Mental Health Authority | 0.0000000000%                     |
| Dewitt Charter Township               | 0.0615354244%                     |
| Dickinson County                      | 0.2475829616%                     |
| East Bay Township                     | 0.0024511576%                     |
| East Grand Rapids City                | 0.0347010017%                     |
| East Lansing City                     | 0.1722118876%                     |
| Eastpointe City                       | 0.2806901834%                     |
| Eaton County                          | 0.8964627151%                     |
| Egelston Township                     | 0.0099077587%                     |

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

| Local Government              | Preliminary Allocation Percentage |
|-------------------------------|-----------------------------------|
| Emmet County                  | 0.3034511111%                     |
| Emmett Charter Township       | 0.0136208021%                     |
| Escanaba City                 | 0.0161625757%                     |
| Farmington City               | 0.0368587005%                     |
| Farmington Hills City         | 0.2763289545%                     |
| Fenton Charter Township       | 0.0031005125%                     |
| Fenton City                   | 0.0802629568%                     |
| Ferndale City                 | 0.1491321203%                     |
| Flat Rock City                | 0.0287479606%                     |
| Flint Charter Township        | 0.0428009530%                     |
| Flint City                    | 2.6382255013%                     |
| Flushing Charter Township     | 0.0062641566%                     |
| Fort Gratiot Charter Township | 0.0158007179%                     |
| Fraser City                   | 0.1340329179%                     |
| Frenchtown Charter Township   | 0.0818078358%                     |
| Fruitport Charter Township    | 0.0216336824%                     |
| Gaines Township, Kent County  | 0.0150472599%                     |
| Garden City                   | 0.0602849815%                     |
| Garfield Charter Township     | 0.0006805464%                     |
| Genesee Charter Township      | 0.0216656939%                     |
| Genesee County                | 1.8384534882%                     |
| Genoa Township                | 0.0001265457%                     |
| Georgetown Charter Township   | 0.0120538094%                     |
| Gladwin County                | 0.3598571100%                     |
| Gogebic County                | 0.1249651212%                     |
| Grand Blanc Charter Township  | 0.0351159584%                     |
| Grand Haven Charter Township  | 0.0188708587%                     |
| Grand Haven City              | 0.0581929367%                     |
| Grand Rapids Charter Township | 0.0062871075%                     |
| Grand Rapids City             | 1.2000276882%                     |
| Grand Traverse County         | 0.8244466054%                     |
| Grandville City               | 0.0465263367%                     |
| Gratiot County                | 0.3147475181%                     |
| Green Oak Township            | 0.0538361746%                     |
| Grosse Ile Township           | 0.0358505107%                     |
| Grosse Pointe Park City       | 0.0473791255%                     |
| Grosse Pointe Woods City      | 0.0337630289%                     |
| Hamburg Township              | 0.0567828826%                     |
| Hamtramck City                | 0.1811320680%                     |

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

| Local Government              | Preliminary Allocation Percentage |
|-------------------------------|-----------------------------------|
| Harper Woods City             | 0.0505579556%                     |
| Harrison Charter Township     | 0.1108972638%                     |
| Hartland Township             | 0.0004881050%                     |
| Hazel Park City               | 0.0736339264%                     |
| Highland Charter Township     | 0.0294387306%                     |
| Highland Park City            | 0.0391505779%                     |
| Hillsdale County              | 0.3731855670%                     |
| Holland Charter Township      | 0.0291739126%                     |
| Holland City                  | 0.1655890102%                     |
| Holly Township                | 0.0040995334%                     |
| Houghton County               | 0.2225642997%                     |
| Huron Charter Township        | 0.0361363324%                     |
| Huron County                  | 0.2929757372%                     |
| Independence Charter Township | 0.0825378903%                     |
| Ingham County                 | 2.1348935205%                     |
| Inkster City                  | 0.1669443281%                     |
| Ionia City                    | 0.0449276471%                     |
| Ionia County                  | 0.4905636172%                     |
| Iosco County                  | 0.3212475898%                     |
| Iron County                   | 0.1102481228%                     |
| Iron Mountain City            | 0.0091866455%                     |
| Isabella County               | 0.5720204678%                     |
| Jackson City                  | 0.1764251010%                     |
| Jackson County                | 1.0855421077%                     |
| Kalamazoo Charter Township    | 0.0520230321%                     |
| Kalamazoo City                | 0.3787268993%                     |
| Kalamazoo County              | 1.9845600355%                     |
| Kalkaska County               | 0.1646399668%                     |
| Kent County                   | 2.7808259408%                     |
| Kentwood City                 | 0.1423307082%                     |
| Keweenaw County               | 0.0067676775%                     |
| Lake County                   | 0.0728348971%                     |
| Lansing City                  | 0.5307983425%                     |
| Lapeer County                 | 0.7916953951%                     |
| Leelanau County               | 0.1237383482%                     |
| Lenawee County                | 0.7878386566%                     |
| Lenox Township                | 0.0111917816%                     |
| Leoni Township                | 0.0090926074%                     |
| Lincoln Charter Township      | 0.0178479538%                     |

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

| Local Government                   | Preliminary Allocation Percentage |
|------------------------------------|-----------------------------------|
| Lincoln Park City                  | 0.1588803292%                     |
| Livingston County                  | 1.3371907873%                     |
| Livonia City                       | 0.3999768720%                     |
| Luce County                        | 0.0638515493%                     |
| Lyon Charter Township              | 0.0060287256%                     |
| Mackinac County                    | 0.0909538431%                     |
| Macomb County                      | 7.7242005849%                     |
| Macomb Township                    | 0.1081932941%                     |
| Madison Heights City               | 0.1443184148%                     |
| Manistee County                    | 0.3120953798%                     |
| Marion Township, Livingston County | 0.0001988576%                     |
| Marquette City                     | 0.0313476613%                     |
| Marquette County                   | 0.5388637672%                     |
| Mason County                       | 0.2487294921%                     |
| Mecosta County                     | 0.3321355122%                     |
| Melvindale City                    | 0.0519698104%                     |
| Menominee County                   | 0.1580179806%                     |
| Meridian Charter Township          | 0.0708027402%                     |
| Midland City                       | 0.3023071472%                     |
| Midland County                     | 0.5384703258%                     |
| Milford Charter Township           | 0.0064275489%                     |
| Missaukee County                   | 0.1002815458%                     |
| Monitor Charter Township           | 0.0044174736%                     |
| Monroe Charter Township            | 0.0119729252%                     |
| Monroe City                        | 0.2101937979%                     |
| Monroe County                      | 1.5316423152%                     |
| Montcalm County                    | 0.6212351900%                     |
| Montmorency County                 | 0.0880221572%                     |
| Mount Clemens City                 | 0.0503004024%                     |
| Mount Morris Charter Township      | 0.0248988150%                     |
| Mount Pleasant City                | 0.0357778255%                     |
| Mundy Charter Township             | 0.0150794621%                     |
| Muskegon Charter Township          | 0.0360868180%                     |
| Muskegon City                      | 0.1748185396%                     |
| Muskegon County                    | 1.7053905386%                     |
| Muskegon Heights City              | 0.0500451306%                     |
| New Baltimore City                 | 0.0480441296%                     |
| Newaygo County                     | 0.4671261358%                     |
| Niles City                         | 0.0583312847%                     |

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

| Local Government             | Preliminary Allocation Percentage |
|------------------------------|-----------------------------------|
| Niles Township               | 0.0215348319%                     |
| Northville Charter Township  | 0.0836973671%                     |
| Norton Shores City           | 0.0701828658%                     |
| Novi City                    | 0.1465815056%                     |
| Oak Park City                | 0.1037775542%                     |
| Oakland Charter Township     | 0.0274353387%                     |
| Oakland County               | 5.2264042066%                     |
| Oceana County                | 0.2176466203%                     |
| Oceola Township              | 0.0003615593%                     |
| Ogemaw County                | 0.5563618764%                     |
| Ontonagon County             | 0.0504349004%                     |
| Orion Charter Township       | 0.0484616785%                     |
| Osceola County               | 0.1924215950%                     |
| Oscoda County                | 0.0981702870%                     |
| Oshtemo Charter Township     | 0.0124389806%                     |
| Otsego County                | 0.2838576775%                     |
| Ottawa County                | 1.4829589190%                     |
| Owosso City                  | 0.0600391920%                     |
| Oxford Charter Township      | 0.0220651355%                     |
| Park Township, Ottawa County | 0.0069409957%                     |
| Pittsfield Charter Township  | 0.0254303905%                     |
| Plainfield Charter Township  | 0.0147250675%                     |
| Plymouth Charter Township    | 0.0619046968%                     |
| Pontiac City                 | 0.3007870303%                     |
| Port Huron Charter Township  | 0.0144337077%                     |
| Port Huron City              | 0.2605826060%                     |
| Portage City                 | 0.0982178051%                     |
| Presque Isle County          | 0.1455220353%                     |
| Redford Charter Township     | 0.2119761371%                     |
| Riverview City               | 0.0482626131%                     |
| Rochester City               | 0.0399194381%                     |
| Rochester Hills City         | 0.0675866509%                     |
| Romulus City                 | 0.0931298734%                     |
| Roscommon County             | 0.3840925607%                     |
| Roseville City               | 0.4273474490%                     |
| Royal Oak City               | 0.2596061973%                     |
| Saginaw Charter Township     | 0.0692043420%                     |
| Saginaw City                 | 0.4307711416%                     |
| Saginaw County               | 1.6118539630%                     |

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

| Local Government                        | Preliminary Allocation Percentage |
|-----------------------------------------|-----------------------------------|
| Sanilac County                          | 0.3468379663%                     |
| Sault Ste. Marie City                   | 0.0984697973%                     |
| Schoolcraft County                      | 0.0789566063%                     |
| Scio Charter Township                   | 0.0051527746%                     |
| Shelby Charter Township                 | 0.5065495239%                     |
| Shiawassee County                       | 0.7255393777%                     |
| South Lyon City                         | 0.0258956950%                     |
| Southfield City                         | 0.3934160797%                     |
| Southfield Township                     | 0.0001112995%                     |
| Southgate City                          | 0.0888423705%                     |
| Spring Lake Township                    | 0.0103960225%                     |
| Springfield Charter Township            | 0.0044705319%                     |
| St Clair County                         | 1.9960063402%                     |
| St Joseph County                        | 0.4265691571%                     |
| St. Clair Shores City                   | 0.3399081996%                     |
| Sterling Heights City                   | 0.9407553377%                     |
| Sturgis City                            | 0.0599318930%                     |
| Summit Township, Jackson County         | 0.0147223455%                     |
| Superior Charter Township               | 0.0121236785%                     |
| Taylor City                             | 0.3764778630%                     |
| Texas Charter Township                  | 0.0052063171%                     |
| Thomas Township                         | 0.0127113988%                     |
| Traverse City                           | 0.0620311385%                     |
| Trenton City                            | 0.0481846521%                     |
| Troy City                               | 0.2360199679%                     |
| Tuscola County                          | 0.4432240961%                     |
| Tyrone Township, Livingston County      | 0.0096355544%                     |
| Union Charter Township                  | 0.0000512255%                     |
| Van Buren Charter Township              | 0.0686867403%                     |
| Van Buren County                        | 0.7628971716%                     |
| Vienna Charter Township, Genesee County | 0.0086448035%                     |
| Walker City                             | 0.0577159947%                     |
| Warren City                             | 1.1744758071%                     |
| Washington Township, Macomb County      | 0.0808853142%                     |
| Washtenaw County                        | 2.3763653602%                     |
| Waterford Charter Township              | 0.2186201385%                     |
| Wayne City                              | 0.0837926529%                     |
| Wayne County                            | 10.1863863702%                    |
| West Bloomfield Charter Township        | 0.2622681115%                     |

Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

| Local Government            | Preliminary Allocation Percentage |
|-----------------------------|-----------------------------------|
| Westland City               | 0.3261711153%                     |
| Wexford County              | 0.2986947723%                     |
| White Lake Charter Township | 0.0585435626%                     |
| Wixom City                  | 0.0369421752%                     |
| Woodhaven City              | 0.0571927749%                     |
| Wyandotte City              | 0.0976772465%                     |
| Wyoming City                | 0.2554463949%                     |
| Ypsilanti Charter Township  | 0.0578793100%                     |
| Ypsilanti City              | 0.0898598214%                     |
| Zeeland Charter Township    | 0.0061508332%                     |
| <b>Total</b>                | <b>100.0000000003%</b>            |

Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Kroger Settlement

**Exhibit C - Litigating Local Governments**

| Local Government            | Litigating Local Government | Filed in 2017 | Filed in 2018 | Filed in 2019 |
|-----------------------------|-----------------------------|---------------|---------------|---------------|
| Ada Township                |                             |               |               |               |
| Adrian City                 |                             |               |               |               |
| Alcona County               | Yes                         |               | ✓             |               |
| Alger County                | Yes                         |               | ✓             |               |
| Algoma Township             |                             |               |               |               |
| Allegan County              |                             |               |               |               |
| Allen Park City             |                             |               |               |               |
| Allendale Charter Township  |                             |               |               |               |
| Alpena County               | Yes                         |               | ✓             |               |
| Alpine Charter Township     |                             |               |               |               |
| Ann Arbor City              |                             |               |               |               |
| Antrim County               | Yes                         |               | ✓             |               |
| Antwerp Township            |                             |               |               |               |
| Arenac County               | Yes                         |               | ✓             |               |
| Auburn Hills City           |                             |               |               |               |
| Bangor Charter Township     |                             |               |               |               |
| Bargen County               | Yes                         |               | ✓             |               |
| Barry County                |                             |               |               |               |
| Bath Charter Township       |                             |               |               |               |
| Battle Creek City           |                             |               |               |               |
| Bay City                    |                             |               |               |               |
| Bay County                  | Yes                         |               |               | ✓             |
| Bedford Township            |                             |               |               |               |
| Benton Charter Township     |                             |               |               |               |
| Benzie County               | Yes                         |               | ✓             |               |
| Berkley City                |                             |               |               |               |
| Berrien County              | Yes                         |               | ✓             |               |
| Beverly Hills Village       |                             |               |               |               |
| Big Rapids City             |                             |               |               |               |
| Birmingham City             |                             |               |               |               |
| Blackman Charter Township   |                             |               |               |               |
| Bloomfield Charter Township |                             |               |               |               |
| Branch County               | Yes                         |               | ✓             |               |
| Brandon Charter Township    |                             |               |               |               |
| Brighton Township           |                             |               |               |               |
| Brownstown Charter Township |                             |               |               |               |
| Burton City                 |                             |               |               |               |
| Byron Township              |                             |               |               |               |
| Cadillac City               |                             |               |               |               |
| Caledonia Charter Township  |                             |               |               |               |
| Calhoun County              | Yes                         |               |               | ✓             |
| Cannon Township             |                             |               |               |               |
| Canton Charter Township     | Yes                         |               | ✓             |               |
| Cascade Charter Township    |                             |               |               |               |
| Cass County                 | Yes                         |               | ✓             |               |

Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Kroger Settlement

| Local Government                      | Litigating Local Government | Filed in 2017 | Filed in 2018 | Filed in 2019 |
|---------------------------------------|-----------------------------|---------------|---------------|---------------|
| Charlevoix County                     | Yes                         |               | ✓             |               |
| Cheboygan County                      | Yes                         |               |               | ✓             |
| Chesterfield Charter Township         |                             |               |               |               |
| Chippewa County                       | Yes                         | ✓             |               |               |
| Clare County                          |                             |               |               |               |
| Clawson City                          |                             |               |               |               |
| Clinton Charter Township              | Yes                         |               | ✓             |               |
| Clinton County                        | Yes                         |               | ✓             |               |
| Coldwater City                        |                             |               |               |               |
| Commerce Charter Township             |                             |               |               |               |
| Comstock Charter Township             |                             |               |               |               |
| Cooper Charter Township               |                             |               |               |               |
| Crawford County                       | Yes                         |               | ✓             |               |
| Davison Township                      |                             |               |               |               |
| Dearborn City                         |                             |               |               |               |
| Dearborn Heights City                 |                             |               |               |               |
| Delhi Charter Township                |                             |               |               |               |
| Delta Charter Township                |                             |               |               |               |
| Delta County                          | Yes                         | ✓             |               |               |
| Detroit City                          | Yes                         | ✓             |               |               |
| Detroit Wayne Mental Health Authority | Yes                         |               |               |               |
| Dewitt Charter Township               |                             |               |               |               |
| Dickinson County                      | Yes                         |               | ✓             |               |
| East Bay Township                     |                             |               |               |               |
| East Grand Rapids City                |                             |               |               |               |
| East Lansing City                     | Yes                         |               | ✓             |               |
| Eastpointe City                       |                             |               |               |               |
| Eaton County                          | Yes                         |               | ✓             |               |
| Egelston Township                     |                             |               |               |               |
| Emmet County                          |                             |               |               |               |
| Emmett Charter Township               |                             |               |               |               |
| Escanaba City                         | Yes                         | ✓             |               |               |
| Farmington City                       |                             |               |               |               |
| Farmington Hills City                 |                             |               |               |               |
| Fenton Charter Township               |                             |               |               |               |
| Fenton City                           |                             |               |               |               |
| Ferndale City                         |                             |               |               |               |
| Flat Rock City                        |                             |               |               |               |
| Flint Charter Township                |                             |               |               |               |
| Flint City                            | Yes                         |               |               | ✓             |
| Flushing Charter Township             |                             |               |               |               |
| Fort Gratiot Charter Township         |                             |               |               |               |
| Fraser City                           |                             |               |               |               |
| Frenchtown Charter Township           |                             |               |               |               |
| Fruitport Charter Township            |                             |               |               |               |
| Gaines Township, Kent County          |                             |               |               |               |
| Garden City                           |                             |               |               |               |
| Garfield Charter Township             |                             |               |               |               |
| Genesee Charter Township              |                             |               |               |               |

Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Kroger Settlement

| Local Government              | Litigating Local Government | Filed in 2017 | Filed in 2018 | Filed in 2019 |
|-------------------------------|-----------------------------|---------------|---------------|---------------|
| Genesee County                | Yes                         | ✓             |               |               |
| Genoa Township                |                             |               |               |               |
| Georgetown Charter Township   |                             |               |               |               |
| Gladwin County                |                             |               |               |               |
| Gogebic County                |                             |               |               |               |
| Grand Blanc Charter Township  |                             |               |               |               |
| Grand Haven Charter Township  |                             |               |               |               |
| Grand Haven City              |                             |               |               |               |
| Grand Rapids Charter Township |                             |               |               |               |
| Grand Rapids City             | Yes                         |               | ✓             |               |
| Grand Traverse County         | Yes                         | ✓             |               |               |
| Grandville City               |                             |               |               |               |
| Gratiot County                | Yes                         |               | ✓             |               |
| Green Oak Township            |                             |               |               |               |
| Grosse Ile Township           |                             |               |               |               |
| Grosse Pointe Park City       |                             |               |               |               |
| Grosse Pointe Woods City      |                             |               |               |               |
| Hamburg Township              |                             |               |               |               |
| Hamtramck City                |                             |               |               |               |
| Harper Woods City             |                             |               |               |               |
| Harrison Charter Township     | Yes                         |               |               | ✓             |
| Hartland Township             |                             |               |               |               |
| Hazel Park City               |                             |               |               |               |
| Highland Charter Township     |                             |               |               |               |
| Highland Park City            |                             |               |               |               |
| Hillsdale County              | Yes                         |               | ✓             |               |
| Holland Charter Township      |                             |               |               |               |
| Holland City                  |                             |               |               |               |
| Holly Township                |                             |               |               |               |
| Houghton County               | Yes                         |               | ✓             |               |
| Huron Charter Township        | Yes                         |               | ✓             |               |
| Huron County                  |                             |               |               |               |
| Independence Charter Township |                             |               |               |               |
| Ingham County                 | Yes                         |               | ✓             |               |
| Inkster City                  |                             |               |               |               |
| Ionia City                    |                             |               |               |               |
| Ionia County                  | Yes                         |               |               | ✓             |
| Iosco County                  | Yes                         |               | ✓             |               |
| Iron County                   | Yes                         |               | ✓             |               |
| Iron Mountain City            | Yes                         |               | ✓             |               |
| Isabella County               | Yes                         |               | ✓             |               |
| Jackson City                  | Yes                         |               | ✓             |               |
| Jackson County                |                             |               |               |               |
| Kalamazoo Charter Township    |                             |               |               |               |
| Kalamazoo City                |                             |               |               |               |
| Kalamazoo County              | Yes                         |               |               | ✓             |
| Kalkaska County               |                             |               |               |               |
| Kent County                   | Yes                         |               |               | ✓             |
| Kentwood City                 |                             |               |               |               |

Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Kroger Settlement

| Local Government                   | Litigating Local Government | Filed in 2017 | Filed in 2018 | Filed in 2019 |
|------------------------------------|-----------------------------|---------------|---------------|---------------|
| Keweenaw County                    |                             |               |               |               |
| Lake County                        | Yes                         |               | ✓             |               |
| Lansing City                       | Yes                         | ✓             |               |               |
| Lapeer County                      |                             |               |               |               |
| Leelanau County                    | Yes                         |               | ✓             |               |
| Lenawee County                     | Yes                         |               | ✓             |               |
| Lenox Township                     |                             |               |               |               |
| Leoni Township                     |                             |               |               |               |
| Lincoln Charter Township           |                             |               |               |               |
| Lincoln Park City                  |                             |               |               |               |
| Livingston County                  | Yes                         |               |               | ✓             |
| Livonia City                       | Yes                         |               | ✓             |               |
| Luce County                        | Yes                         |               | ✓             |               |
| Lyon Charter Township              |                             |               |               |               |
| Mackinac County                    |                             |               |               |               |
| Macomb County                      | Yes                         | ✓             |               |               |
| Macomb Township                    |                             |               |               |               |
| Madison Heights City               |                             |               |               |               |
| Manistee County                    | Yes                         |               | ✓             |               |
| Marion Township, Livingston County |                             |               |               |               |
| Marquette City                     |                             |               |               |               |
| Marquette County                   | Yes                         |               | ✓             |               |
| Mason County                       | Yes                         |               | ✓             |               |
| Mecosta County                     |                             |               |               |               |
| Melvindale City                    |                             |               |               |               |
| Menominee County                   |                             |               |               |               |
| Meridian Charter Township          |                             |               |               |               |
| Midland City                       |                             |               |               |               |
| Midland County                     |                             |               |               |               |
| Milford Charter Township           |                             |               |               |               |
| Missaukee County                   |                             |               |               |               |
| Monitor Charter Township           |                             |               |               |               |
| Monroe Charter Township            |                             |               |               |               |
| Monroe City                        |                             |               |               |               |
| Monroe County                      | Yes                         | Bellwether    |               |               |
| Monica County                      | Yes                         |               | ✓             |               |
| Montmorency County                 | Yes                         |               | ✓             |               |
| Mount Clemens City                 |                             |               |               |               |
| Mount Morris Charter Township      |                             |               |               |               |
| Mount Pleasant City                |                             |               |               |               |
| Mundy Charter Township             |                             |               |               |               |
| Muskegon Charter Township          |                             |               |               |               |
| Muskegon City                      |                             |               |               |               |
| Muskegon County                    | Yes                         |               | ✓             |               |
| Muskegon Heights City              |                             |               |               |               |
| New Baltimore City                 |                             |               |               |               |
| Newaygo County                     | Yes                         |               | ✓             |               |
| Niles City                         |                             |               |               |               |
| Niles Township                     |                             |               |               |               |

Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Kroger Settlement

| Local Government             | Litigating Local Government | Filed in 2017 | Filed in 2018 | Filed in 2019 |
|------------------------------|-----------------------------|---------------|---------------|---------------|
| Northville Charter Township  | Yes                         |               | ✓             |               |
| Norton Shores City           |                             |               |               |               |
| Novi City                    |                             |               |               |               |
| Oak Park City                |                             |               |               |               |
| Oakland Charter Township     |                             |               |               |               |
| Oakland County               | Yes                         | ✓             |               |               |
| Oceana County                | Yes                         |               | ✓             |               |
| Oceola Township              |                             |               |               |               |
| Ogemaw County                | Yes                         |               | ✓             |               |
| Onionagon County             | Yes                         |               | ✓             |               |
| Orion Charter Township       |                             |               |               |               |
| Osceola County               | Yes                         |               | ✓             |               |
| Oscoda County                |                             |               |               |               |
| Oshemo Charter Township      |                             |               |               |               |
| Otsego County                | Yes                         |               | ✓             |               |
| Ottawa County                |                             |               |               |               |
| Owosso City                  |                             |               |               |               |
| Oxford Charter Township      |                             |               |               |               |
| Park Township, Ottawa County |                             |               |               |               |
| Pittsfield Charter Township  | Yes                         |               |               | ✓             |
| Plainfield Charter Township  |                             |               |               |               |
| Plymouth Charter Township    |                             |               |               |               |
| Pontiac City                 | Yes                         |               |               | ✓             |
| Port Huron Charter Township  |                             |               |               |               |
| Port Huron City              |                             |               |               |               |
| Portage City                 |                             |               |               |               |
| Presque Isle County          | Yes                         |               | ✓             |               |
| Redford Charter Township     |                             |               |               |               |
| Riverview City               |                             |               |               |               |
| Rochester City               |                             |               |               |               |
| Rochester Hills City         |                             |               |               |               |
| Romulus City                 | Yes                         |               | ✓             |               |
| Roscommon County             | Yes                         |               | ✓             |               |
| Roseville City               |                             |               |               |               |
| Royal Oak City               |                             |               |               |               |
| Saginaw Charter Township     |                             |               |               |               |
| Saginaw City                 |                             |               |               |               |
| Saginaw County               | Yes                         | ✓             |               |               |
| Sanilac County               | Yes                         |               | ✓             |               |
| Sault Ste. Marie City        | Yes                         |               | ✓             |               |
| Schoolcraft County           |                             |               |               |               |
| Scio Charter Township        |                             |               |               |               |
| Shelby Charter Township      |                             |               |               |               |
| Shiawassee County            | Yes                         |               | ✓             |               |
| South Lyon City              |                             |               |               |               |
| Southfield City              |                             |               |               |               |
| Southfield Township          |                             |               |               |               |
| Southgate City               |                             |               |               |               |
| Spring Lake Township         |                             |               |               |               |

Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Kroger Settlement

| Local Government                        | Litigating Local Government | Filed in 2017 | Filed in 2018 | Filed in 2019 |
|-----------------------------------------|-----------------------------|---------------|---------------|---------------|
| Springfield Charter Township            |                             |               |               |               |
| St Clair County                         | Yes                         |               | ✓             |               |
| St Joseph County                        |                             |               |               |               |
| St. Clair Shores City                   |                             |               |               |               |
| Sterling Heights City                   | Yes                         |               |               | ✓             |
| Sturgis City                            |                             |               |               |               |
| Summit Township, Jackson County         |                             |               |               |               |
| Superior Charter Township               |                             |               |               |               |
| Taylor City                             |                             |               |               |               |
| Texas Charter Township                  |                             |               |               |               |
| Thomas Township                         |                             |               |               |               |
| Traverse City                           | Yes                         |               | ✓             |               |
| Trenton City                            |                             |               |               |               |
| Troy City                               |                             |               |               |               |
| Tuscola County                          | Yes                         |               | ✓             |               |
| Tyrone Township, Livingston County      |                             |               |               |               |
| Union Charter Township                  |                             |               |               |               |
| Van Buren Charter Township              | Yes                         |               | ✓             |               |
| Van Buren County                        |                             |               |               |               |
| Vienna Charter Township, Genesee County |                             |               |               |               |
| Walker City                             |                             |               |               |               |
| Warren City                             | Yes                         |               |               | ✓             |
| Washington Township, Macomb County      |                             |               |               |               |
| Washtenaw County                        | Yes                         |               | ✓             |               |
| Waterford Charter Township              |                             |               |               |               |
| Wayne City                              | Yes                         |               | ✓             |               |
| Wayne County                            | Yes                         | ✓             |               |               |
| West Bloomfield Charter Township        |                             |               |               |               |
| Westland City                           | Yes                         |               | ✓             |               |
| Wexford County                          | Yes                         |               | ✓             |               |
| White Lake Charter Township             |                             |               |               |               |
| Wixom City                              |                             |               |               |               |
| Woodhaven City                          |                             |               |               |               |
| Wyandotte City                          |                             |               |               |               |
| Wyoming City                            |                             |               |               |               |
| Ypsilanti Charter Township              |                             |               |               |               |
| Ypsilanti City                          |                             |               |               |               |
| Zeeland Charter Township                |                             |               |               |               |
| <b>Total</b>                            | <b>87</b>                   |               |               |               |

## Exhibit D - List of Reporting Local Governments

| Local Government            | Reporting Local Government |
|-----------------------------|----------------------------|
| Ada Township                | Yes                        |
| Adrian City                 | Yes                        |
| Alcona County               | Yes                        |
| Alger County                | Yes                        |
| Algoma Township             | No                         |
| Allegan County              | Yes                        |
| Allen Park City             | Yes                        |
| Allendale Charter Township  | Yes                        |
| Alpena County               | Yes                        |
| Alpine Charter Township     | No                         |
| Ann Arbor City              | Yes                        |
| Antrim County               | Yes                        |
| Antwerp Township            | No                         |
| Arenac County               | Yes                        |
| Auburn Hills City           | Yes                        |
| Bangor Charter Township     | No                         |
| Baraga County               | Yes                        |
| Barry County                | Yes                        |
| Bath Charter Township       | Yes                        |
| Battle Creek City           | Yes                        |
| Bay City                    | Yes                        |
| Bay County                  | Yes                        |
| Bedford Township            | Yes                        |
| Benton Charter Township     | Yes                        |
| Benzie County               | Yes                        |
| Berkley City                | Yes                        |
| Berrien County              | Yes                        |
| Beverly Hills Village       | Yes                        |
| Big Rapids City             | Yes                        |
| Birmingham City             | Yes                        |
| Blackman Charter Township   | No                         |
| Bloomfield Charter Township | Yes                        |
| Branch County               | Yes                        |

|                                       |     |
|---------------------------------------|-----|
| Brandon Charter Township              | Yes |
| Brighton Township                     | No  |
| Brownstown Charter Township           | Yes |
| Burton City                           | Yes |
| Byron Township                        | No  |
| Cadillac City                         | Yes |
| Caledonia Charter Township            | No  |
| Calhoun County                        | Yes |
| Cannon Township                       | No  |
| Canton Charter Township               | Yes |
| Cascade Charter Township              | Yes |
| Cass County                           | Yes |
| Charlevoix County                     | Yes |
| Cheboygan County                      | Yes |
| Chesterfield Charter Township         | Yes |
| Chippewa County                       | Yes |
| Clare County                          | Yes |
| Clawson City                          | Yes |
| Clinton Charter Township              | Yes |
| Clinton County                        | Yes |
| Coldwater City                        | No  |
| Commerce Charter Township             | Yes |
| Comstock Charter Township             | Yes |
| Cooper Charter Township               | No  |
| Crawford County                       | Yes |
| Davison Township                      | Yes |
| Dearborn City                         | Yes |
| Dearborn Heights City                 | Yes |
| Delhi Charter Township                | Yes |
| Delta Charter Township                | Yes |
| Delta County                          | Yes |
| Detroit City                          | Yes |
| Detroit Wayne Mental Health Authority | Yes |
| Dewitt Charter Township               | Yes |
| Dickinson County                      | Yes |
| East Bay Township                     | No  |

|                               |     |
|-------------------------------|-----|
| East Grand Rapids City        | Yes |
| East Lansing City             | Yes |
| Eastpointe City               | Yes |
| Eaton County                  | Yes |
| Egelston Township             | No  |
| Emmet County                  | Yes |
| Emmett Charter Township       | No  |
| Escanaba City                 | Yes |
| Farmington City               | Yes |
| Farmington Hills City         | Yes |
| Fenton Charter Township       | No  |
| Fenton City                   | Yes |
| Ferndale City                 | Yes |
| Flat Rock City                | Yes |
| Flint Charter Township        | Yes |
| Flint City                    | Yes |
| Flushing Charter Township     | No  |
| Fort Gratiot Charter Township | Yes |
| Fraser City                   | Yes |
| Frenchtown Charter Township   | Yes |
| Fruitport Charter Township    | Yes |
| Gaines Township               | Yes |
| Garden City                   | Yes |
| Garfield Charter Township     | No  |
| Genesee Charter Township      | Yes |
| Genesee County                | Yes |
| Genoa Township                | No  |
| Georgetown Charter Township   | No  |
| Gladwin County                | Yes |
| Gogebic County                | Yes |
| Grand Blanc Charter Township  | Yes |
| Grand Haven Charter Township  | Yes |
| Grand Haven City              | Yes |
| Grand Rapids Charter Township | No  |
| Grand Rapids City             | Yes |
| Grand Traverse County         | Yes |

|                               |     |
|-------------------------------|-----|
| Grandville City               | Yes |
| Gratiot County                | Yes |
| Green Oak Township            | Yes |
| Grosse Ile Township           | Yes |
| Grosse Pointe Park City       | Yes |
| Grosse Pointe Woods City      | Yes |
| Hamburg Township              | Yes |
| Hamtramck City                | Yes |
| Harper Woods City             | Yes |
| Harrison Charter Township     | Yes |
| Hartland Township             | No  |
| Hazel Park City               | Yes |
| Highland Charter Township     | Yes |
| Highland Park City            | Yes |
| Hillsdale County              | Yes |
| Holland Charter Township      | Yes |
| Holland City                  | Yes |
| Holly Township                | No  |
| Houghton County               | Yes |
| Huron Charter Township        | Yes |
| Huron County                  | Yes |
| Independence Charter Township | Yes |
| Ingham County                 | Yes |
| Inkster City                  | Yes |
| Ionia City                    | Yes |
| Ionia County                  | Yes |
| Iosco County                  | Yes |
| Iron County                   | Yes |
| Iron Mountain City            | No  |
| Isabella County               | Yes |
| Jackson City                  | Yes |
| Jackson County                | Yes |
| Kalamazoo Charter Township    | Yes |
| Kalamazoo City                | Yes |
| Kalamazoo County              | Yes |
| Kalkaska County               | Yes |

|                           |     |
|---------------------------|-----|
| Kent County               | Yes |
| Kentwood City             | Yes |
| Keweenaw County           | Yes |
| Lake County               | Yes |
| Lansing City              | Yes |
| Lapeer County             | Yes |
| Leelanau County           | Yes |
| Lenawee County            | Yes |
| Lenox Township            | No  |
| Leoni Township            | No  |
| Lincoln Charter Township  | Yes |
| Lincoln Park City         | Yes |
| Livingston County         | Yes |
| Livonia City              | Yes |
| Luce County               | Yes |
| Lyon Charter Township     | No  |
| Mackinac County           | Yes |
| Macomb County             | Yes |
| Macomb Township           | Yes |
| Madison Heights City      | Yes |
| Manistee County           | Yes |
| Marion Township           | No  |
| Marquette City            | Yes |
| Marquette County          | Yes |
| Mason County              | Yes |
| Mecosta County            | Yes |
| Melvindale City           | Yes |
| Menominee County          | Yes |
| Meridian Charter Township | Yes |
| Midland City              | Yes |
| Midland County            | Yes |
| Milford Charter Township  | No  |
| Missaukee County          | Yes |
| Monitor Charter Township  | No  |
| Monroe Charter Township   | No  |
| Monroe City               | Yes |

|                               |     |
|-------------------------------|-----|
| Monroe County                 | Yes |
| Montcalm County               | Yes |
| Montmorency County            | Yes |
| Mount Clemens City            | Yes |
| Mount Morris Charter Township | Yes |
| Mount Pleasant City           | Yes |
| Mundy Charter Township        | Yes |
| Muskegon Charter Township     | Yes |
| Muskegon City                 | Yes |
| Muskegon County               | Yes |
| Muskegon Heights City         | Yes |
| New Baltimore City            | Yes |
| Newaygo County                | Yes |
| Niles City                    | Yes |
| Niles Township                | Yes |
| Northville Charter Township   | Yes |
| Norton Shores City            | Yes |
| Novi City                     | Yes |
| Oak Park City                 | Yes |
| Oakland Charter Township      | Yes |
| Oakland County                | Yes |
| Oceana County                 | Yes |
| Oshtemo Township              | No  |
| Ogemaw County                 | Yes |
| Ontonagon County              | Yes |
| Orion Charter Township        | Yes |
| Osceola County                | Yes |
| Oscoda County                 | Yes |
| Oshtemo Charter Township      | No  |
| Otsego County                 | Yes |
| Ottawa County                 | Yes |
| Owosso City                   | Yes |
| Oxford Charter Township       | Yes |
| Park Township                 | No  |
| Pittsfield Charter Township   | Yes |
| Plainfield Charter Township   | Yes |

|                              |     |
|------------------------------|-----|
| Plymouth Charter Township    | Yes |
| Pontiac City                 | Yes |
| Port Huron Charter Township  | Yes |
| Port Huron City              | Yes |
| Portage City                 | Yes |
| Presque Isle County          | Yes |
| Redford Charter Township     | Yes |
| Riverview City               | Yes |
| Rochester City               | Yes |
| Rochester Hills City         | Yes |
| Romulus City                 | Yes |
| Roscommon County             | Yes |
| Roseville City               | Yes |
| Royal Oak City               | Yes |
| Saginaw Charter Township     | Yes |
| Saginaw City                 | Yes |
| Saginaw County               | Yes |
| Sanilac County               | Yes |
| Sault Ste. Marie City        | Yes |
| Schoolcraft County           | Yes |
| Scio Charter Township        | No  |
| Shelby Charter Township      | Yes |
| Shiawassee County            | Yes |
| South Lyon City              | Yes |
| Southfield City              | Yes |
| Southfield Township          | No  |
| Southgate City               | Yes |
| Spring Lake Township         | No  |
| Springfield Charter Township | No  |
| St Clair County              | Yes |
| St Joseph County             | Yes |
| St. Clair Shores City        | Yes |
| Sterling Heights City        | Yes |
| Sturgis City                 | Yes |
| Summit Township              | Yes |
| Superior Charter Township    | No  |

|                                  |     |
|----------------------------------|-----|
| Taylor City                      | Yes |
| Texas Charter Township           | No  |
| Thomas Township                  | No  |
| Traverse City                    | Yes |
| Trenton City                     | Yes |
| Troy City                        | Yes |
| Tuscola County                   | Yes |
| Tyrone Township                  | No  |
| Union Charter Township           | No  |
| Van Buren Charter Township       | Yes |
| Van Buren County                 | Yes |
| Vienna Charter Township          | Yes |
| Walker City                      | Yes |
| Warren City                      | Yes |
| Washington Township              | Yes |
| Washtenaw County                 | Yes |
| Waterford Charter Township       | Yes |
| Wayne City                       | Yes |
| Wayne County                     | Yes |
| West Bloomfield Charter Township | Yes |
| Westland City                    | Yes |
| Wexford County                   | Yes |
| White Lake Charter Township      | Yes |
| Wixom City                       | Yes |
| Woodhaven City                   | Yes |
| Wyandotte City                   | Yes |
| Wyoming City                     | Yes |
| Ypsilanti Charter Township       | Yes |
| Ypsilanti City                   | Yes |
| Zeeland Charter Township         | No  |
| <b>Total Reporting</b>           | 236 |
| <b>Total Non-Reporting</b>       | 43  |

**Exhibit E - Reserved**

[ Left Intentionally Blank ]

State of Michigan  
Michigan State-Subdivision Agreement for Allocation of Opioid Settlement Agreements

By: Matthew L. Walker

Its: Assistant Attorney General

| Exhibit P - Reporting Template                                                                                    |                                               |                                                        |                                                          |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|--------------------------------------------------------|----------------------------------------------------------|
| Name of Subdivision:<br>Person Completing Report Contact Information:                                             |                                               | <Subdivision Name><br><Name><br><Email><br><Telephone> |                                                          |
| Money Received from Opioid Settlements for Fiscal Year<br><Statement><br><Repeat as Necessary>                    | <Amount Received>                             | <Date Received>                                        |                                                          |
| Money Expended from Opioid Settlements<br><Opioid Remediation or Non-Opioid Remediation><br><Repeat as Necessary> | <Expenditure Title or Agency Appropriated to> | <Amount>                                               | <Description of Expenditure or Purpose of Appropriation> |