**SAMPLE**

 **Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards**

This Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards (“Agreement”) is entered into on the \_\_\_ day of \_\_\_\_\_\_\_\_\_, 2023, by the *enter names of participating partners* (the “Partners”).

WHEREAS, the Partners developed and jointly submitted an application for cooperative partnership funding from the Virginia Opioid Abatement Authority (OAA), *enter name/description of project* which includes the following objectives:

* Enter objectives
* Enter objectives
* Enter objectives
* Enter objectives
* Enter objectives
* Enter objectives

WHEREAS, the OAA approved the Partners’ application for this cooperative partnership project; and

WHEREAS, the Partners now intend to formalize the Cooperative Partnership;

NOW THEREFORE, the Partners hereto do mutually agree as follows:

1. **TERM**

The Term of this Agreement shall begin on the date on which this Agreement has been executed and finalized by the Partners and shall remain in full force and effect until June 30, 2024. Should the OAA renew the award for the Cooperative Partnership for fiscal year 2025, this Agreement shall automatically renew on July 1, 2024 for an additional one-year term. Automatic renewals shall continue on an annual basis with each OAA award renewal until June 30, 2028, unless or until the Partners agree not to request a renewal of the award, or the OAA declines to renew the award.

1. **FISCAL AGENT**

The Partners agree that *enter name of fiscal agent city/county* shall serve as the fiscal agent for the Cooperative Partnership. The fiscal agent shall receive and manage all funding awarded by the OAA directly to the Cooperative Partnership. The Partners agree to transmit to the fiscal agent all portions of their direct distributions of funds from the settlement administrator and/or individual distributions awarded by the OAA that have been pledged to the Cooperative Partnership, and the fiscal agency shall receive and manage those funds as well. The fiscal agent shall be responsible for assuring proper fiscal management of and accounting for all grant money awarded to the Cooperative Partnership. The fiscal agent shall also be responsible for submitting all reports required by the OAA, including but not limited to, financial reports, performance reports, budget amendments, and grant closeout final reports, on behalf of the Cooperative Partnership.

1. **USE OF GRANT FUNDS**

 The Partners agree that all funds distributed to the Cooperative Partnership from the OAA shall only be used in compliance with Virginia Code § 2.2-2370 and any guidance issued by the OAA regarding the foregoing. The Partners also agree that all funds distributed to the Cooperative Partnership from the OAA shall only be used in compliance with the Virginia Opioid Abatement Authority Grant Awards Terms and Conditions for Awards to Cooperative Projects Involving Multiple Cities and/or Counties. Additionally, the Partners agree that the primary mission of the Cooperative Partnership shall not conflict with the OAA’s mission as it is defined in Virginia Code § 2.2-2366.

 Specifically, the Partners agree that all funds awarded to the Cooperative Partnership from the OAA shall be used only for expenses related to the objectives listed on page 1 of this Agreement. All funds awarded to the Cooperative Partnership shall be used only for direct costs that can be specifically identified and attributed to the Cooperative Project and/or the Cooperative Project’s measurable activities.

1. **STANDARDS OF PARTNERSHIP EFFORTS**

The Partners agree that they shall collaborate to establish policies, guidelines, and standards for implementation of any and all parts of the Cooperative Partnership. Such policies, guidelines, and standards shall be documented and revised by agreement of the Partners as necessary. The Partners further agree to follow all policies, guidelines, and standards established by the Cooperative Partnership when undertaking any action related to or to implement any and all parts of the Cooperative Partnership.

1. **BUDGET FOR COOPERATIVE PARTNERSHIP**

The Partners agree that no purchase or expenditure made by a participating locality in furtherance of the Cooperative Partnership shall exceed the budget and revenue matches outlined in the Partners’ cooperative partnership application, which is included herein as Exhibit 1. Should the budget or revenue matches for the Cooperative Partnership be modified or amended through future renewal applications to the OAA, such modified or amended budget and revenue matches shall control.

The Partners agree to present any proposed budget or revenue match modification or amendment to the fiscal agent. No modification or amendment shall be made to the Cooperative Partnership’s proposed budget or revenue matches without full agreement of the participating localities.

1. **STAFFING (if applicable)**

 The Partners agree that other individuals may be hired and employed as part of the Cooperative Partnership by any of the participating jurisdictions, as outlined in Exhibit 1. The Partners shall collaborate to develop written hiring criteria and performance standards for each job position developed as part of the Collaborative Partnership, which shall be adhered to by the Partners in their hiring, supervision, and evaluation of any employee. The Partners shall be solely responsible for the actions of their respective employees.

Requests for reimbursement or payment of any salary, benefits, or other expenses related to the hiring and employment of individuals as part of the Cooperative Partnership from the funds distributed by the OAA shall be submitted to the fiscal agent. Only those staffing positions and their related expenses outlined in Exhibit 1 shall be eligible for reimbursement or payment from funding awarded for the Cooperative Partnership. Such requests for reimbursement shall not exceed the budgeted agreement as outlined in Exhibit 1. The fiscal agent in collaboration with the Partners, shall determine the necessary documentation that must be submitted in support of any reimbursement request. Whether any request for reimbursement or payment is a direct cost and therefore reimbursable under the terms of the OAA grant shall be determined by the fiscal agent. Only those positions outlined in Exhibit 1 shall be eligible.

1. **PURCHASES**

The Partnership agrees that any jurisdiction participating in the Cooperative Partnership may make purchases in furtherance or in relation to the Cooperative Partnership, including, but not limited to, *enter specifics based on program*. Requests for reimbursement or payment of such purchases from the funds distributed by the OAA shall be submitted to the fiscal agent within thirty (30) days. Only those purchases that fall within the described expenses in Exhibit 1 shall be eligible for reimbursement or payment from funding awarded for the Cooperative Partnership. Such requests for reimbursement shall not exceed the budgeted agreement as outlined in Exhibit 1. The fiscal agent, in collaboration with the Partnership, shall determine the necessary documentation that must be submitted in support of any reimbursement request. Whether any request for reimbursement or payment is a direct cost and therefore reimbursable under the terms of the OAA grant shall be determined by the fiscal agent.

The Partnership shall agree in advance to the use of a competitive grant or bid process for purchasing any goods or services in furtherance of the Cooperative Partnership. Should the Partnership agree to the use of a competitive grant or bid process, the fiscal agent shall be responsible for pursuing such process on behalf of the Partnership and shall ensure that any procurement contract is consistent with the procurement standards set forth in the Virginia Public Procurement Act, Virginia Code § 2.2-4300 *et seq.*

1. **REPORTING**

The Partnership agrees to provide all performance data, financial data, and any other data and information related to the Cooperative Partnership at the request of the fiscal agent in furtherance of the it’s reporting obligations for the Cooperative Partnership. Should a Partner fail to provide any data or information requested, the fiscal agent reserves the right to withhold payment of any reimbursement requests for costs or expenditures made in furtherance of the Cooperative Partnership until such information is provided.

1. **AUDITS**

The Partnership shall maintain full and accurate records with respect to all matters covered under this Agreement and any terms or conditions imposed by the OAA in relation to the Cooperative Partnership. Upon reasonable notice in writing, the fiscal agent, or a representative thereof, shall have the right to inspect and audit each Partner’s records, and each Partner shall provide the fiscal agent access to all its records which relate directly or indirectly to this Agreement and the Cooperative Partnership at each Partner’s place of business during regular business hours. The Partnership agrees to retain all records pertaining to this Agreement and the Cooperative Partnership and shall make them available to the fiscal agent upon request for five (5) complete calendar years following expiration of this Agreement. The Partnership agrees to provide such assistance as may be necessary to facilitate the fiscal agent’s inspection or audit to ensure compliance with applicable standards.

If an inspection or audit pursuant to this section discloses that services provided or purchases made by a Partner were not consistent with the objectives of the Cooperative Partnership, not in compliance with Virginia Code § 2.2-2370 and any guidance issued by the OAA, or not in compliance with the terms and conditions of this Agreement, the Partner shall refund any reimbursement received for any such services or purchases within thirty (30) days of the fiscal agent’s request. If the Partner disagrees with the fiscal agent’s determination, the Partner may request in writing reconsideration by all Partners to the Cooperative Partnership within thirty (30) days of the fiscal agent’s decision.

1. **COMPLIANCE WITH LAW AND POLICY**

The Partnership shall at all times comply with all applicable laws, rules, regulations, and ordinances. Each Partner shall work within its jurisdiction’s policies and mandates. Nothing contained in this Agreement shall supersede the statues, rules, employer policies, and regulations that govern each Partner. To the extent that any provision of this Agreement is inconsistent with any such statute, rule, employer policy, or regulation, the statute, rule, employer policy, or regulation shall prevail.

1. **WAIVER**

The failure of any Partner to enforce any of the provisions of this Agreement, or any rights with respect hereto, will in no way be considered a waiver of such provisions or rights, and in no way will it affect the validity of this Agreement. The failure of any Partner to enforce any of such provisions or rights will not prejudice such Partner from later enforcing or exercising the same or any other provisions or rights which it may have under this Agreement.

1. **INSURANCE/RISK MANAGEMENT**

The Partnership agrees that they each shall be responsible for maintaining all insurance policies from and after the date on which this Agreement is finalized that are necessary to provide sufficient coverage for their employees and property related to the Cooperative Partnership. The Partnership further agrees that they each shall be responsible for their own risk management of their employees and property related to the Cooperative Partnership.

1. **ENFORCEMENT**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its conflict of law provisions. Exclusive jurisdiction and venue for any litigation arising out of or involving this Agreement shall be in the Circuit Court of *enter name of fiscal agent city/county*.

1. **NOTIFICATION**

 All notices required by this Agreement shall be directed to the following for each Partner:

|  |  |
| --- | --- |
| Name of City/County | Name of City/County |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Address: |  | Address: |  |
| Phone: |  | Phone: |  |
| Email: |  | Email: |  |
| Name of City/County | Name of City/County |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Address: |  | Address: |  |
| Phone: |  | Phone: |  |
| Email: |  | Email: |  |

1. **TRANSFER AND ASSIGNMENT**

The Partnership shall not, voluntarily or involuntarily, by operation of law or otherwise, transfer or assign this Agreement or any rights hereunder.

1. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted as an attachment to an email, and any such signature shall have the same legal effect as an original.

1. **ENTIRE AGREEMENT**

The terms of this Agreement constitute the entire agreement of the Partnership relating to the subject matter hereof. All prior negotiations, representations and agreements relating to the subject matter hereof between the Partnership are merged herein. This Agreement may be modified or amended only by written instrument executed by all Partnership.

This Agreement is not intended to amend any existing contracts or other agreements between the Partnership.

IN WITNESS WHEREOF, the Partnership has executed this Agreement effective as of the date of execution.

**CITY/COUNTY NAME, CITY/COUNTY NAME,**

**VIRGINIA VIRGINIA**

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

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

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

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

**CITY/COUNTY NAME, CITY/COUNTY NAME,**

**VIRGINIA VIRGINIA**

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

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

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

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