

**FIRST AMENDMENT TO RHODE ISLAND MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE AND
CITIES AND TOWNS RECEIVING OPIOID SETTLEMENT FUNDS**

The State of Rhode Island (the “State”) and the Participating Cities and Towns entered into the Rhode Island Memorandum of Understanding Between the State and Cities and Towns Receiving Opioid Settlement Funds (the “R.I. MOU”), which became effective on January 21, 2022, and governs the allocation and use of the proceeds of Settlement Agreements as that term is defined in the R.I. MOU. This First Amendment (the “First Amendment”) modifies the R.I. MOU pursuant to Section VII of the agreement.

I. Amendment to Cover Additional Settlement Agreements

The State and the Participating Cities and Towns agree to amend the R.I. MOU as follows:

A. The Teva Settlement Agreement and the Allergan Settlement Agreement (jointly the “Teva and Allergan Settlement Agreements”) are Settlement Agreements under Section I.J of the R.I. MOU.

B. Section I, “Definitions” will be modified to add the following:

“L. “Teva Settlement Agreement” means an agreement between Teva Pharmaceuticals Ltd., on the one hand, and the State of Rhode Island on the other hand, to resolve opioid related claims against Teva.”

“M. “Allergan Settlement Agreement” means an agreement between Allergan, on the one hand, and the State of Rhode Island on the other hand, to resolve opioid related claims against Allergan.”

“H. “Participating City or Town” means an Eligible City or Town that is both (i) a signatory to this Agreement and (ii) an Initial Participating Subdivision as defined in each Settlement Agreement; and, for the purposes of the Teva and Allergan Settlement Agreements, is both (i) a signatory to the First Amendment and (ii) a Participating Subdivision as defined in those agreements. Together the Participating Cities or Towns are the “Participating Cities and Towns.”

C. Section II, “Allocation of Settlement Proceeds” will be modified to add the following:

“C. Payment of City and Town Share of the Teva and Allergan Settlement Agreements. For the City and Town Share of the Opioid Settlement Funds resulting from the Teva and Allergan Settlement Agreements:

1. If, within 60 days of the Effective Date of the Teva and Allergan Settlement Agreements, a sufficient number of Eligible Cities and Towns have become Participating Cities and Towns such that the population of the Participating Cities and Towns accounts for 95% or more of the population of all Eligible Cities and Towns,

each Participating City or Town that has joined by that date shall be paid an amount equal to the full amount of Opioid Settlement Funds the City or Town is due to receive over the duration of the Teva and Allergan Settlement Agreements, based on the allocation in Section III.A, within the first year of the Teva and Allergan Settlement Agreements. A Participating City or Town that receives such a lump-sum payment will not receive any further payments from the Teva and Allergan Settlement Agreements.

2. An Eligible City or Town that becomes a Participating City or Town after 60 days following the Effective Date of the Teva and Allergan Settlement Agreements, shall receive its share of Opioid Settlement Funds as determined under Section III.A at the times designated in those settlement agreements.”

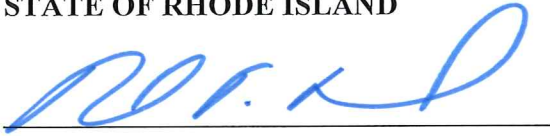
- D. Section VI.A, “*Relationship of this Agreement to Other Agreements and Resolutions*” will be modified as follows, “The Parties acknowledge and agree the Distributor Settlement Agreement, ~~and the Janssen Settlement Agreement,~~ the Teva Settlement Agreement, and the Allergan Settlement Agreement will require Participating Cities and Towns to release all their claims against the settling defendants to receive Opioid Settlement Funds. The Parties further acknowledge and agree based on the terms of the Distributor Settlement Agreement, ~~and the Janssen Settlement Agreement,~~ and the Teva and Allergan Settlement Agreement that a Participating City or Town may receive funds pursuant to this Agreement only after complying with all the requirements set forth in the Distributor Settlement Agreement, ~~and the Janssen Settlement Agreement,~~ and the Teva and Allergan Settlement Agreement to release the city or town’s claims. If another Settlement Agreement contains similar requirements, the Parties acknowledge that a Participating City or Town may receive funds pursuant to that agreement only after complying with all the requirements set forth in that agreement to release the city or town’s claims.”

II. Related Terms

- A. *Relationship of this Amendment to Other Provisions.* Except as amended in this First Amendment, all other provisions within the R.I. MOU shall remain in full force and effect.
- B. *Counterparts.* This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND



Peter F. Neronha
Attorney General

Date: 5-17-2022

CITY/TOWN

Signature: _____

By: _____

Title: _____

Date: _____

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

Barrington, RI

CITY/TOWN

Signature: _____

Philip Hervey

By: _____

Philip Hervey

Title: _____

Town Manager

Date: _____

4.20.22

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

BRISTOL

CITY/TOWN

Signature: _____



By: _____

STEVEN CONTENTE
Town Administrator

Title: _____

Date: _____

4-8-2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

Town of Burrillville, RI
CITY/TOWN

Signature: _____

By: _____

Title: _____

Date: _____

William C. Dimitri
Solicitor

4-4-2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

Central Falls, RI
CITY/TOWN

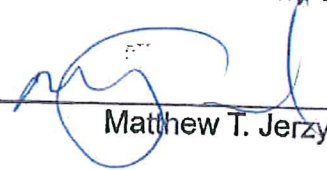
Signature: Maria Rivera

By: MARIA RIVERA

Title: MAYOR

Date: 4/6/22

Approved as to form and correctness:



Matthew T. Jerzyk

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

TOWN OF CHARLESTOWN

CITY/TOWN

Signature: Deb Conry

By: Deborah Conry

Title: President

Date: 5-16-22

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

COVENTRY, R.I. 02816
CITY/TOWN

Signature: Ann Dickson

By: ANN DICKSON

Title: Town Council President Date: March 28, 2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

Cranston RI

Anthony C. Moretti

CITY/TOWN

Signature: *Anthony C. Moretti*

By: *Anthony C. Moretti*

Title: *Chief of Staff* Date: *5/9/2022*

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

Cumberland

CITY/TOWN

Signature: _____

By: _____

Title: _____

Jeffrey J. Mutter

Mayor

Date: _____

4/7/2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

Town of East Greenwich

CITY/TOWN

Signature: _____



By: _____

Andrew E. Noto

Title: _____

Town Manager

Date: _____

4/15/2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

East Providence
CITY/TOWN

Signature: Roberto D. Silva

By: Mayor Roberto D. Silva

Title: Mayor Date: 3/31/2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

EXETER

CITY/TOWN

Signature: 

By: DANIEL W. PATTERSON

Title: TOWN COUNCIL PRESIDENT Date: 4/4/22

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

Foster

CITY/TOWN

Signature: Dennis W. DiFranco

By: Dennis W. DiFranco

Title: Town Council President

Date: 3/31/22

Accepted and agreed to by the undersigned:


STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

Glocester

CITY/TOWN

Signature: 

By: William E. Reichert, Pres. Gloucester Town Council

Title: Pres. Gloc. Town Council Date: April 7, 2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

Town of Hopkinton
CITY/TOWN

Signature: Brian M. Rosso

By: Brian M. Rosso

Title: Town Manager

Date: 3/29/22

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

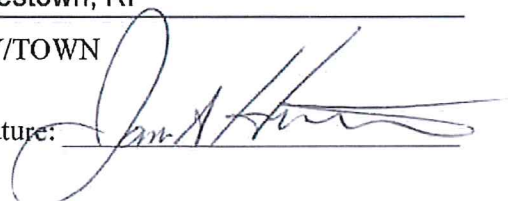
Peter F. Neronha
Attorney General

Date: _____

Jamestown, RI

CITY/TOWN

Signature: _____



By: Jamie A. Hainsworth

Title: Town Administrator

Date: 03/28/2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

Town of Johnston

CITY/TOWN

Signature: 

By: Mayor Joseph M. Pires

Title: Mayor Town of Johnston Date: 4/25/2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

Lincoln

CITY/TOWN

Signature: _____

Philip Gould

By: _____

Philip Gould

Title: _____

Town Administrator Date: 4-8-22

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

L. H. C. Campion RE
CITY/TOWN

Signature: _____

By: _____

Title: _____

Date: _____

Richard P. Humphrey
Town Solicitor 29 March 2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

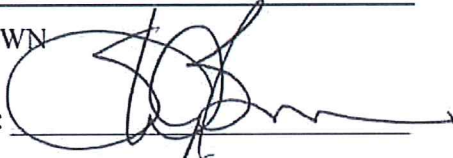
Peter F. Neronha
Attorney General

Date: _____

Town of Middletown, RI

CITY/TOWN

Signature: _____



By: _____

Shawn J. Brown

Title: _____

Town Administrator

Date: _____

4/7/2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

NARRAGANSETT

CITY/TOWN

Signature: _____

By: _____

JAMES R. TIERNEY

Title: _____

TOWN MANAGER

Date: _____

4/4/2022

Accepted and agreed to by the undersigned:

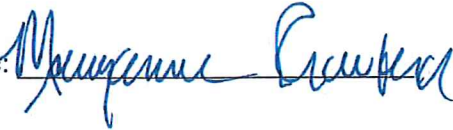
STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

NEW SHOREHAM

CITY/TOWN

Signature: 

By: MARYANNE CRAWFORD

Title: TOWN MANAGER

Date: MARCH 29, 2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

City of Newport

CITY/TOWN

Signature: _____

By: Joseph J. Nicholson, Jr.

Title: City Manager

Date: 4/7/22

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

Town of North Kingstown

CITY/TOWN

Signature: _____



By: Ralph Mollis

Title: Town Manager

Date: 4-11-2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

Town of North Providence

CITY/TOWN

North Providence

Signature: _____

By: _____

Charles A. Lombardi

Title: _____

Mayor

Date: _____

4/6/22

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General Date: _____

Town of North Smithfield

CITY/TOWN

Signature: Paul Zwolenski

By: Paul Zwolenski

Town Administrator
North Smithfield
Title: _____

Date: 04/05/2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

Pawtucket

CITY/TOWN

Signature: _____


Donald R. Grebien

By: _____

Title: Mayor

Date: 04/11/22

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

Portsmouth

CITY/TOWN

Signature: 

By: Kevin P. Gavin

Title: Town Solicitor

Date: 3/29/2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

CITY OF PROVIDENCE

CITY/TOWN

Signature: _____



By: Jeff Dana

Title: City Solicitor

Date: 3/31/22

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

Town of Richmond, Rhode Island

CITY/TOWN

Signature: _____

Nell Carpenter

By: Nell Carpenter

Title: Town Council President

Date: _____

3/30/22

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

Scituate

CITY/TOWN

Signature: Abbie Groves

By: Abbie Groves

Title: Town Council President Date: 3/29/22

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General Date: _____

SMITHFIELD

CITY/TOWN

Signature: 

By: Randy R. Rossi

Title: Town Manager Date: 7/22/2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

South Kingstown
CITY/TOWN

Signature: Theresa L. Murphy

By: THERESA L. MURPHY

Title: INTERIM TOWN MANAGER Date: 4/12/22

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

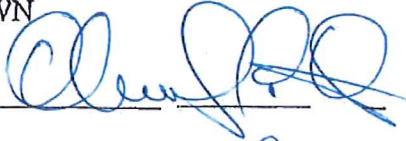
Peter F. Neronha
Attorney General

Date: _____

Tiverton RI

CITY/TOWN

Signature: _____



By: _____

Christopher Cotta

Title: _____

Town Administrator Date: 3/28/22

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

TOWN OF WARREN

CITY/TOWN

Signature: _____

Kate Mulcahy

By: _____

Title: _____

Town Manager

Date: _____

4/19/2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

CITY OF WARWICK

CITY/TOWN

Signature: _____

By: _____

FRANK J. PICOZZI

Title: _____

MAYOR

Date: _____

4-20-22

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General

Date: _____

WEST GREENWICH

CITY/TOWN

Signature: Kevin A. Breene

By: KEVIN A. BREENE

Title: TOWN ADMINISTRATOR

Date: 3/29/22

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND


Peter F. Neronha
Attorney General

Date: _____

TOWN OF WEST WARWICK

CITY/TOWN

Signature: _____



By: _____

Mark A. Knott

Title: _____

Town Manager

Date: _____

04/13/2022

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

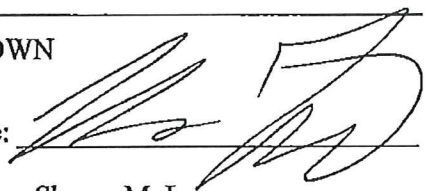
Peter F. Neronha
Attorney General

Date: _____

TOWN OF WESTERLY

CITY/TOWN

Signature: _____



Shawn M. Lacey

By: _____

Title: _____
Town Manager

Date: _____

4/22/2012

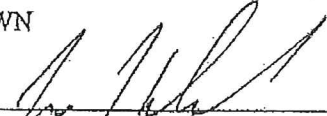
Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General Date: _____

Woonsocket

CITY/TOWN

Signature: 

By: John J. DeSimone

Title: City Solicitor Date: 4/28/02