

**ACKNOWLEDGEMENT OF FEE SPLIT AGREEMENT AND
AGREEMENT NOT TO ENFORCE CONTINGENCY FEE**

This Agreement is entered into on ____ of April, 2022 between **PIMA COUNTY, ARIZONA** ("County") and **LAW OFFICE OF JOSEPH C. TANN, PLLC** and **RUSING LOPEZ & LIZADI, PLLC** (collectively "Counsel").

Recitals

1. In March 2018, the County entered into an agreement with Counsel "*to investigate* potential litigation against any opioid drug manufacturers, distributors, or sellers, who have wrongfully caused or contributed to the epidemic of opioid abuse, addiction, and overdosing, causing the County to sustain economic damages." (Attachment A). On behalf of Counsel, this Agreement was signed by Grant Woods and Michael Rusing. On behalf of the County, this Agreement was signed by C.H Huckelberry and approved as to form by Andrew Flagg.
2. In July 2020, the County entered into an agreement ("Contract") with Counsel, "*to pursue litigation* against any opioid drug manufacturers, distributors, or sellers who have wrongfully caused or contributed to the epidemic of opioid abuse, addiction, and overdosing, causing the County to sustain economic damages. (Attachment B) On behalf of Counsel, this Agreement was signed by Grant Woods and Michael Rusing. On behalf of the County, this Agreement was signed by C.H Huckelberry and approved as to form by Andrew Flagg.
3. Page 1 of the Contract states, "Given the complexity and magnitude of the matter, Counsel will necessarily staff the matter with a number of attorneys and support personnel and may engage the assistance of other law firms and attorneys from among those listed on Exhibit A. Counsel will keep County informed of what individual attorneys are working on the matter at all times, and the division of responsibility among them."
4. Counsel complied with its obligation to keep the County informed of which individual attorneys were working on the matter and the division of responsibility among them.
5. Firms who worked on the matter ("Participating Firms and/or Legal Team") include: Grant Woods, P.C. (Grant Woods), Law Office of Joseph C. Tann, PLLC (Joseph Tann), Mike Moore Law Firm, LLC (Mike Moore), Rusing Lopez & Lizardi, PLLC (Mick Rusing), Young & Partners, LLP (Tom Young), Whaley Law Firm (J.R. Whaley), and Honor Law Group (James Cool).
6. Firms listed on Exhibit A of the Contract who did not work on the matter include: Hagens, Berman, Sobol, Shapiro, LLP (Steve Berman), Davidson Bowie, PLLC (John L. Davidson), Ditrapano, Barrett, DiPiero McGinley & Simmons, PLLC (Sean McGinley), Simmons, Hanly, Conroy, LLC (Paul Hanly), Law Offices of P. Rodney Jackson (P. Rodney Jackson), McGowan, Hood & Felder, LLC (Jay Ward), Bartimus, Frickleton, & Robertson, PC (Edward Robertson).
7. Pursuant to page 3 of the Contract, the legal fees are required to be, "apportioned among Counsel based upon the proportionate involvement and responsibilities assumed by each law firm in their representation of the County."
8. During the Summer of 2021, Participating Firms met and conferred to discuss the apportionment of fees and entered into the *Arizona Attorney Fee Split Agreement* on June 19, 2021. (Exhibit C)

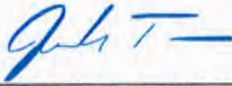
9. The *Arizona Attorney Fee Split Agreement* states that, "the apportionment of attorneys fees... shall govern in all matter related to the litigation on behalf of the County...against the Opioid Supply Chain regardless of the defendants, the amount of fees, the terms of payment, or the source of fees. Furthermore, it is agreed and acknowledged that no member of the Legal Team shall seek expense reimbursement from the County... in conjunction with this representation."
10. Grant Woods of Grant Woods, P.C. passed away on October 23, 2021. The Legal Team agreed that, despite Grant's untimely death, Grant Woods, P.C. shall be allocated the same percentage of fees that Grant Woods, P.C. was allocated under the *Arizona Attorney Fee Split Agreement*. Joseph Tann agreed to serve as Lead Counsel upon Mr. Woods' death.
11. In 2021-2022, the County, along with 105 other Arizona Local Governments and the State of Arizona, entered into the *One Arizona Distribution of Opioid Settlement Funds Agreement* ("AZ Distribution Agreement"). (Attachment D)
12. In 2021, the County executed and submitted Settlement Participation Forms to participate in the *Distributor Settlement Agreement* and the *Janssen Settlement Agreement*.¹
13. The AZ Distribution Agreement, the *Distributor Settlement Agreement*, and the *Janssen Settlement Agreement* each establish funds to compensate attorneys for Participating Litigating Local Governments.
14. **The Legal Team intends to participate in the attorney fee funds mentioned above. Therefore, the Legal Team hereby expressly waives any and all rights to collect fees and/or expenses directly from the County in litigation against AmerisourceBergen, Cardinal Health, McKesson, or Johnson & Johnson. The Legal Team will attempt to collect fees for services rendered from the national Contingency Fee Fund, the Arizona Backstop Fund, and possibly the national Common Benefit Fund.**

-----SIGNATURES OF AGREEMENT-----

ON BEHALF OF PIMA COUNTY

Laura Conover, County Attorney

ON BEHALF OF THE LEGAL TEAM



Joseph C. Tann, ESQ
Law Office of Joseph C. Tann, PLLC

APPROVED AS TO FORM:



Michael Rusing
Rusing Lopez & Lizardi, PLLC

¹ Both settlement agreements are available at www.nationalopioidsettlement.com

ATTACHMENT A

ATTORNEY EMPLOYMENT CONTRACT CONTINGENT FEE AGREEMENT

Scope of Services

Pima County ("County") agrees to retain Rusing Lopez & Lizardi, P.L.L.C. and Grant Woods, P.C. (jointly and severally, "Counsel"), to investigate potential litigation against any opioid-drug manufacturers, distributors, or sellers, who have wrongfully caused or contributed to the epidemic of opioid abuse, addiction, and overdosing ("Potential Defendants"), causing the County to sustain economic damages. This Agreement will refer to this investigation as the "Matter." The Matter does not include the filing of any actual claim or litigation unless and until the parties amend the scope of this Agreement or enter into a new Agreement with respect to such claims or litigation.

Staffing

Given the complexity and magnitude of the Matter, Counsel will necessarily staff the Matter with a number of attorneys and support personnel and may engage the assistance of other law firms and attorneys from among those listed on Exhibit A (the "Approved Firms"). Counsel will keep County informed of which Approved Firms and what individual attorneys are working on the Matter at all times, and the division of responsibility among them. Counsel will notify County, in writing, of changes as they occur. No attorneys or staff from any law firms other than the Approved Firms may work on the Matter without County's prior written consent. County will notify Counsel if it has concerns about any of the law firms or individual attorneys or staff working on the Matter, and Counsel will make all reasonable efforts to satisfy County's preference.

Notices

Any notice, request, demand, or other communication that is required by this Agreement to be made in writing will be deemed to have been given or made when received by the party to whom directed, when it is delivered to the appropriate address (including email address) set forth below.

IF TO COUNTY:

Andrew L. Flagg, Chief Civil Deputy Pima
County Attorney
32 N. Stone Avenue, 21st Floor
Tucson, Arizona 85701
E-mail: Andrew.flagg@pcao.pima.gov

IF TO COUNSEL:

Michael Rusing
Rusing Lopez & Lizardi, P.L.L.C.
6363 N. Swan Road, Ste. 151
Tucson, Arizona 85718
E-mail: mrusing@rllaz.com

Responsibilities

Counsel will rely upon information and guidance provided by County with respect to the Matter. To enable Counsel to effectively represent County, County will cooperate fully with Counsel with respect to the Matter, and will fully and accurately disclose to Counsel all facts that may be relevant to the Matter, based on Counsel's assistance in defining the universe of relevant information. Each party will keep the other apprised of developments relating to the Matter. Communications between Counsel and County will be coordinated through the Chief Civil Deputy Pima County Attorney, with whom Counsel will communicate on a regular basis regarding the status of the Matter.

County will make appropriate County representatives reasonably available to attend meetings regarding the Matter. In addition, County will advise Counsel whether any document provided by Counsel for County's review or approval accurately reflects County's interests, concerns, or policy positions, as the case may be.

Either at the beginning or during the course of Counsel's representation, Counsel may express opinions or beliefs about the Matter, and about various courses of action and their possible results. Any such statement made by any shareholder or employee of Counsel is intended to be an expression of opinion only, based on information available to Counsel at the time, and must not be construed by County as a statement of fact, promise or guarantee of any particular result. **No guarantees are possible in matters such as this.**

Complexity of Undertaking

County acknowledges and understands that actually asserting claim(s) against identified Potential Defendants, should County authorize Counsel to do so on County's behalf, would involve extremely difficult issues and would likely require significant time and expenses to conclude, resolve, settle, or fully litigate through trial and appeal, and that those expenses are not currently subject to estimation.

Termination

County may terminate its engagement of Counsel at any time by providing written notice to Counsel of its decision. If suit has been filed, Counsel will remain of record until released of further responsibility by court order.

Counsel may terminate its representation of County at any time, consistent with Counsel's obligations under the applicable code of professional conduct, by providing written notice to County of its decision. If suit has been filed, Counsel will remain of record until released of further responsibility by court order.

In the event of termination, County and Counsel will each take all necessary steps to effectuate such a termination, including the execution of any necessary documents to complete Counsel's withdrawal or discharge.

Fees, Disbursements, and Other Charges

Investigation

Counsel will bear all its own costs, without reimbursement from County, and will charge County no fees, in connection with the Matter.

Litigation

If, after conclusion of the investigation that constitutes the Matter under this Agreement, County authorizes and retains Counsel to actually file a claim or lawsuit on behalf of County against one or more Potential Defendants, the fee arrangement for that further representation will be as set forth below, unless the parties agree to a different structure at that time.

Expenses

Counsel will pay (either personally or through third-party funding), according to an agreement among themselves, the usual and customary expenses of litigation to cover costs and

disbursements, including court costs, subpoena costs, photos, depositions, court reporter costs, reports, witness statements, investigation expenses, long distance telephone calls, copies, faxes, messenger fees, e-discovery and other vendor services, expert witness fees, expert consulting fees, record retrieval and sorting fees, mock trial or focus group services, consultant fees, translator and translation fees and expenses, Special Master fees and expenses, mediator fees and expenses, jury fees, trial graphics (including video animation, and computer related exhibit expenses), travel, lodging, and meals. Expenses will be consistent with normal practices for Counsel. Costs attributable to multiple clients will be shared pro-rata among those clients. Any costs incurred by Counsel that are not related to County's claim will not be charged to County.

Except as provided below, regarding termination, Counsel will be reimbursed for the litigation expenses allocated to County, as provided above, only from any amount recovered for County in the claim/litigation process, whether in the form of a damages award or settlement. County acknowledges that litigation is very expensive, that the costs and expenses of litigation have been explained, that examples of typical costs have been explained by Counsel or their agents, and that all costs advanced on behalf of County, including but not limited to those listed above, will be reimbursed by County from any settlement or damages award, should there be any recovery. If requested, Counsel will provide County a quarterly update of costs advanced until the conclusion of the litigation.

Contingency Fee

Counsel will receive a contingency fee of 25% of any amount recovered for County that remains after the expense reimbursement. This fee will be apportioned among Counsel based upon the proportionate involvement and responsibilities assumed by each law firm in their representation of County.

In the Event of Termination

If County terminates the representation after authorizing the filing of a claim or lawsuit on behalf of County, County will pay the reasonable value of the services provided by Counsel in the course of the claim or litigation, and will reimburse expenses paid by Counsel. In no event will County pay for services rendered or expenses incurred before County authorizes the filing of a claim or lawsuit. If Counsel terminates the representation, County will have no obligation for payment of any fees or expenses.

Approval Necessary for Settlement

If litigation is authorized and proceeds, Counsel will forward to County all offers of settlement and will not settle any claim(s) without first notifying County and obtaining its consent and approval. However, during the term of Counsel's representation of County herein, County will not make a settlement or offer of settlement without first notifying Counsel.

Limitations

Counsel will exercise independent professional judgment in filing any suit, taking any step or action in a suit, and/or taking an appeal from any decision, and will not be obligated to take any action that Counsel, in their good faith, reasonable opinion, determines would violate Rule 11 of the Federal Rules of Civil Procedure or Rule 38 of the Federal Rules of Appellate Procedure (or analogous or corresponding rules in other courts). If any sanctions are imposed by any court for

Counsel's violation of any such rules, Counsel will be solely responsible for those sanctions, with no contribution from County either at that time or from any subsequent recovery.

Representation of Other Clients

During the course of this Agreement, Counsel will not represent any other client in conflict with or against County or any County official or related taxing jurisdiction in connection with any matter related to the subject matter of their representation of County under this Agreement. Counsel may represent other clients in wholly unrelated matters adverse to County that do not involve the actual filing of a claim or lawsuit against County, provided that Counsel promptly notifies County of any such engagement. Counsel must obtain County's written informed consent before undertaking any representation that involves the actual filing of a claim or lawsuit against County. Counsel does currently represent other state and local governmental entities in matters similar or identical to the Matter and will continue to do so. County is not aware of any present conflict of interest due to that representation.

Severability

If any of the provision contained in this Agreement are held to be invalid or unenforceable, in any respect, such invalidity or unenforceability will not affect any other provisions and this Agreement will be construed without the invalid or unenforceable provision.

Advice Regarding This Agreement

County has received independent legal advice concerning this Agreement. If it decides to discuss this Agreement with others, it should keep in mind that this Agreement is a privileged attorney-client communication that may lose its privileged status if it is shown to anyone other than County's legal advisors.

Successors and Assigns

While Counsel and County have entered into this Agreement, the parties intend this Agreement to be binding upon them and all of their successors and assigns.

Authority

Each party represents and warrants to the other that it has full right and authority to enter into this Agreement. Each of the undersigned party representatives hereby represents and warrants that they have been duly authorized and possesses actual authority to contractually bind the party on whose behalf they are signing, and will provide documentary confirmation of that authority upon request. This Agreement will be binding and effective when all parties have signed.

Attorney's Lien

County hereby grants Counsel a lien on any claim(s) or cause(s) of action that County authorizes Counsel to make or file on behalf of County. The lien encompasses any sums owed Counsel at the conclusion of its services, including the fees described above. The lien will attach to any recovery County may obtain, whether by agreement, arbitration award, settlement, judgment, or otherwise.

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PIMA COUNTY


C.H. Huckelberry, Pima County
Administrator

Date: 3/29/18

RUSING LOPEZ & LIZARDI, P.L.L.C.

Michael Rusing

Date: _____

GRANT WOODS, P.C.

Grant Woods

Date: _____

APPROVED AS TO FORM:

 3/29/2018
Deputy County Attorney

ANDREW FLAGG

PIMA COUNTY

RUSING LOPEZ & LIZARDI, P.L.L.C.

Sharon Bronson, Chair, Board of
Supervisors

Michael Rusing

Date: 2/14/18

Date: _____

ATTEST:

GRANT WOODS, P.C.

Julie Castaneda, Clerk of the Board

Grant Woods

Date: 2/14/18

APPROVED AS TO FORM:

Deputy County Attorney

EXHIBIT A

Immediate Needs of the Pima County (Local Counsel):

Rusing Lopez & Lizardi, PLLC (Mick Rusing)
Grant Woods, P.C. (Grant Woods)

Other Litigation/Resolution Counsel:

Mike Moore Law Firm, LLC (Mike Moore)
Law Offices of Drake M. Martin (Drake Martin)

Manufacturer Litigation:

Hagens, Berman, Sobol, Shapiro, LLP (Steve Berman)
Davidson Bowie, PLLC (John L. Davidson)
Ditrapano, Barrett, DiPiero McGinley & Simmons, PLLC (Sean McGinley)

Distributor Litigation:

Simmons, Hanly, Conroy, LLC (Paul Hanly)
Law Offices of P. Rodney Jackson (P. Rodney Jackson)
McGowan, Hood & Felder, LLC (Jay Ward)

Appellate Issues:

Bartimus, Frickleton, & Robertson, PC (Edward Robertson)
Kellogg, Hansen, Todd, Figel & Frederick (David Frederick)

Coordination with State of Arizona and other Local Government Entities:

Rusing Lopez & Lizardi, PLLC (Mick Rusing)
Young Law Office, P.A. (Tom Young)
Whaley Law Firm (J.R. Whaley)

ATTACHMENT B

**ATTORNEY EMPLOYMENT CONTRACT
CONTINGENT FEE AGREEMENT**

Scope of Services

Pima County ("County") agrees to retain Grant Woods, P.C. and RUSING LOPEZ & LIZARDI, P.L.L.C. (collectively "Counsel"), to pursue litigation against any opioid drug manufacturers, distributors, or sellers, who have wrongfully caused or contributed to the epidemic of opioid abuse, addiction, and overdosing ("Potential Defendants"), causing the County to sustain economic damages.

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IF TO COUNTY:

Andrew L. Flagg, Chief Civil Deputy Pima
County Attorney
32 N. Stone Avenue, 21st Floor
Tucson, Arizona 85701
E-mail: Andrew.flagg@pcao.pima.gov

IF TO COUNSEL:

Michael Rusing
Rusing Lopez & Lizardi, P.L.L.C.
6363 N. Swan Road, Ste. 151
Tucson, Arizona 85718
E-mail: mrusing@rlaz.com

With copies to:

Grant Woods
Grant Woods, P.C.
650 N. 3rd Avenue
Phoenix, AZ 85003
Email: gw@grantwoodspc.net

Responsibilities

Counsel will rely upon information and guidance provided by County with respect to the Matter. To enable Counsel to effectively represent County, County will cooperate fully with Counsel with respect to the matter, and will fully and accurately disclose to Counsel all facts that may be relevant to the matter, based on Counsel's assistance in defining the universe of relevant information. Each party will keep the other apprised of developments relating to the matter. Communications between Counsel and County will be coordinated through the Chief Civil Deputy

Pima County Attorney, with whom Counsel will communicate on a regular basis regarding the status of the matter.

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County acknowledges and understands that actually asserting claim(s) against identified Potential Defendants, will involve extremely difficult issues and will likely require significant time and expenses to conclude, resolve, settle, or fully litigate through trial and appeal, and that those expenses are not currently subject to estimation.

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In the event of termination, County and Counsel will each take all necessary steps to effectuate such a termination, including the execution of any necessary documents to complete Counsel's withdrawal or discharge.

Fees, Disbursements, and Other Charges

Litigation

County hereby authorizes and retains Counsel to file a lawsuit on behalf of County against one or more Potential Defendants, and the fee arrangement for that further representation is set forth below.

Expenses

Counsel will pay (either personally or through third-party funding), according to an agreement among themselves, the usual and customary expenses of litigation to cover costs and disbursements, including court costs, subpoena costs, photos, depositions, court reporter costs, reports, witness statements, investigation expenses, long distance telephone calls, copies, faxes, messenger fees, e-discovery and other vendor services, expert witness fees, expert consulting

fees, record retrieval and sorting fees, mock trial or focus group services, consultant fees, translator and translation fees and expenses, Special Master fees and expenses, mediator fees and expenses, jury fees, trial graphics (including video animation, and computer related exhibit expenses), travel, lodging, and meals. Expenses will be consistent with normal practices for Counsel. Costs attributable to multiple clients will be shared pro-rata among those clients. Any costs incurred by Counsel that are not related to County's claim will not be charged to County.

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Approval Necessary for Settlement

Counsel will forward to County all offers of settlement and will not settle any claim(s) without first notifying County and obtaining its consent and approval. However, during the term of Counsel's representation of County herein, County will not make a settlement or offer of settlement without first notifying Counsel.

Limitations

Counsel will exercise independent professional judgment in filing suit, taking any step or action in a suit, and/or taking an appeal from any decision, and will not be obligated to take any action that Counsel, in their good faith, reasonable opinion, determines would violate Rule 11 of the Federal Rules of Civil Procedure or Rule 38 of the Federal Rules of Appellate Procedure (or analogous or corresponding rules in other courts). If any sanctions are imposed by any court for Counsel's violation of any such rules, Counsel will be solely responsible for those sanctions, with no contribution from County either at that time or from any subsequent recovery.

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Severability

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Advice Regarding This Agreement

County has received independent legal advice concerning this Agreement. If it decides to discuss this Agreement with others, it should keep in mind that this Agreement is a privileged attorney-client communication that may lose its privileged status if it is shown to anyone other than County's legal advisors.

Successors and Assigns

While Counsel and County have entered into this Agreement, the parties intend this Agreement to be binding upon them and all of their successors and assigns.

Authority

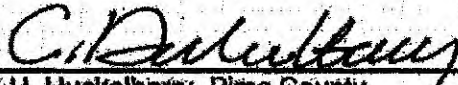
Each party represents and warrants to the other that it has full right and authority to enter into this Agreement. Each of the undersigned party representatives hereby represents and warrants that they have been duly authorized and possesses actual authority to contractually bind the party on whose behalf they are signing, and will provide documentary confirmation of that authority upon request. This Agreement will be binding and effective when all parties have signed.

Attorney's Lien

County hereby grants Counsel a lien on any claim(s) or cause(s) of action that County authorizes Counsel to make or file on behalf of County. The lien encompasses any sums owed Counsel at the conclusion of its services, including the fees described above. The lien will attach to any recovery County may obtain, whether by agreement, arbitration award, settlement, judgment, or otherwise.

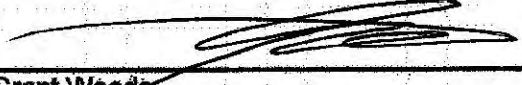
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PIMA COUNTY


C.H. Huckelberry, Pima County
Administrator

Date: 7/2/20

GRANT WOODS, P.C.


Grant Woods

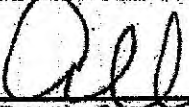
Date: 7/7/2020

RUSING LOPEZ & LIZARDI, P.L.L.C.


Michael Rusing

Date: 7/5/2020

APPROVED AS TO FORM:


Deputy County Attorney

ANDREW FLAGG

EXHIBIT A

Lead Counsel:

Grant Woods, PC (Grant Woods)

Immediate Needs of the Pima County (Local Counsel):

Rusing Lopez & Lizardi, PLLC (Michael Rusing)

Other Litigation/Resolution Counsel:

Mike Moore Law Firm, LLC (Mike Moore)

Law Office of Joseph C. Tann, PLLC (Joseph Tann)

Manufacturer Litigation:

Hagens, Berman, Sobol, Shapiro, LLP (Steve Berman)

Davidson Bowie, PLLC (John L. Davidson)

Ditrapano, Barrett, DiPiero McGinley & Simmons, PLLC (Sean McGinley)

Distributor Litigation:

Simmons, Hanly, Conroy, LLC (Paul Hanly)

Law Offices of P. Rodney Jackson (P. Rodney Jackson)

McGowan, Hood & Felder, LLC (Jay Ward)

Appellate Issues:

Bartimus, Frickleton, & Robertson, PC (Edward Robertson)

Coordination with State of Arizona and other Local Government Entities:

Young Law Office, P.A. (Tom Young)

Whaley Law Firm (J.R. Whaley)

ATTACHMENT C

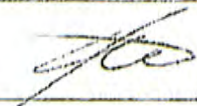
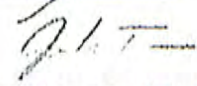
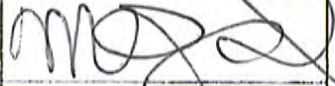
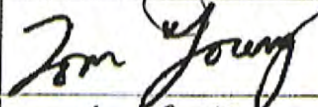
Arizona Attorney Fee Split Agreement

June 19, 2021

Pursuant to the *Attorney Employment Contract Contingency Fee Agreement* entered into by Pima County, Arizona ("County") and Grant Woods, P.C. and Rusing Lopez & Lizardi, PLLC (collectively "Counsel") in July of 2020, "Counsel will receive a contingency fee of 25% of any amount recovered for County that remains after the expense reimbursement. This fee will be apportioned among Counsel based upon the proportionate involvement and responsibilities assumed by each law firm in their representation."

In July of 2020, Counsel entered into a similar contingency fee agreement with the City of Tucson ("City") entitled *Attorney Employment Contract Contingency Fee Agreement*.

Counsel hereby agrees to apportionment of Attorneys' Fees related to the representation of Pima County and the City of Tucson in litigation against the Opioid Supply Chain and wishes to memorialize this agreement in writing. It is understood and acknowledged by all parties that the apportionment of attorneys' fees represented below shall govern in all matters related to the litigation on behalf of the County and the City against the Opioid Supply Chain regardless of the defendant, the amount of fees, the terms of payment, or the source of fees. Furthermore, it is agreed and acknowledged that no member of the Legal Team shall seek expense reimbursement from the County or the City in conjunction with this representation.

Law Firm	Authorized Representative	Percentage of Fees	Signatures of Agreement
Grant Woods, P.C.	Grant Woods	30%	
Law Office of Joseph C. Tann, PLLC	Joseph Tann	30%	
Mike Moore Law Firm, LLC	Mike Moore	20%	
Rusing Lopez & Lizardi, PLLC	Mick Rusing	7%	
Young & Partners, LLP	Tom Young	6%	
Whaley Law Firm	J.R. Whaley	6%	
Honor Law Group	James Cool	1%	

ATTACHMENT D

ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the “State”), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misconduct throughout the State of Arizona.
- The State and the Participating Local Governments previously entered into the One Arizona Opioid Settlement Memorandum of Understanding for the purpose of jointly approaching Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- The State and the Participating Local Governments now enter into this One Arizona Distribution of Opioid Settlement Funds Agreement (“Agreement”) to establish binding terms for the distribution and spending of funds from Settlements with the Pharmaceutical Supply Chain Participants.

A. Definitions

As used in this Agreement:

1. “Approved Purpose(s)” shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
2. “Contingency Fee Fund” shall mean a sub fund established in a Settlement for the purpose of paying contingency fees, such as the Attorney Fee Fund described in Section I.V of the Settlement with the Settling Distributors and the sub fund of the Attorney Fee Fund described in Section II.D of the Settlement with J&J.¹
3. “J&J” shall mean Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
4. “Litigation” means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

¹ Text of both settlements available at <https://nationalopioidsettlement.com>.

5. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Agreement.
6. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this Agreement and each applicable Settlement. The Participating Local Governments may be referred to separately in this Agreement as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate).
7. “Parties” shall mean the State and the Participating Local Governments.
8. “Pharmaceutical Supply Chain” shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.
9. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
10. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Government and approved as final by a court of competent jurisdiction.
11. “Settling Distributors” shall mean McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation.
12. “Trustee” shall mean either (1) an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust, or (2) a settlement fund administrator, in the event that the Settlement includes a fund administrator. In either case, the Trustee will distribute funds in accordance with this Agreement.

B. Intrastate Regions

1. The State of Arizona will be divided into regions, each of which will be referred to as a “Region” and will consist of: (1) a single Participating County and all of its Participating Cities and Towns; or (2) all of the Participating Cities and Towns within a non-Participating County. If there is only one Participating City or Town within a non-Participating County, that single Participating City or Town will still constitute a Region. Two or more Regions may at their discretion form a group (“Multicounty Region”). Regions that do not choose to form a Multicounty Region will be their own Region. Participating Cities and Towns within a non-Participating County may not form a Region with Participating Cities and Towns in another county.
2. The LG Share funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B. The Regional allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the Region; (2) the number of opioid deaths that occurred in that Region; and (3) the number of people who suffer opioid use disorder in that Region. In the event any county does not participate in this Agreement, that

county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

3. In single-county Regions, that county's health department will serve as the lead agency responsible for distributing the LG Share funds. That health department, acting as the lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.
4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.
5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

C. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 44% to the State ("State Share") and 56% to the Participating Local Governments ("LG Share").²
2. All Opioid Funds, except those allocated to payment of counsel and litigation expenses as set forth in Section E, shall be utilized in a manner consistent with the Approved Purposes definition. Compliance with this requirement shall be verified through reporting, as set out in Section F.
3. Each LG Share will be distributed to each Region or Multicounty Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region or Multicounty Region amongst themselves in any manner they choose. If a county and its cities and towns cannot agree on how to allocate the funds, the default allocation in Exhibit C will apply. The default allocation formula uses historical federal data showing how each county and the cities and towns within it have made opioids-related expenditures in the past. If a county or any cities or towns within a Region or Multicounty Region do not sign on to this Agreement and each

² This Agreement assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

Settlement, and if the Participating Local Governments in the Region or Multicounty Region cannot agree on how to allocate the funds from that Settlement amongst themselves, the funds shall be reallocated proportionally by applying this same methodology to only the Participating Local Governments in the Region or Multicounty Region.

4. If the LG Share for a given Participating Local Government is less than \$500, then that amount will instead be distributed to the Region or Multicounty Region in which the Participating Local Government is located to allow practical application of the abatement remedy. If the county did not sign on to the Settlement as defined herein, the funds will be reallocated to the State Share.
5. The State Share shall be paid by check or wire transfer directly to the State through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the State, to be timely distributed as set forth in C(1) herein. The LG Share shall be paid by check or wire transfer directly to the Regions or Multicounty Regions through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the Participating Local Governments, to be timely distributed as set forth in B(2), C(1), C(3), and C(4) herein.
6. The State Share shall be used only for (1) Approved Purposes within the State or (2) grants to organizations for Approved Purposes within the State.
7. The LG Share shall be used only for (1) Approved Purposes by Participating Local Governments within a Region or Multicounty Region or (2) grants to organizations for Approved Purposes within a Region or Multicounty Region.
8. The State will endeavor to prioritize up to 30% of the State Share for opioid education and advertising related to awareness, addiction, or treatment; Department of Corrections and related prison and jail opioid uses; and opioid interdiction and abatement on Arizona's southern border, including grants to assist with the building, remodeling and/or operation of centers for treatment, drug testing, medication-assisted treatment services, probation, job training, and/or counseling services, among other programs.
9. If the federal Center for Medicare and Medicaid Services ("CMS") disallows any federal funding for the State's Medicaid programs pursuant to 42 U.S.C. § 1396b as a consequence of sums received pursuant to resolution of any Litigation with Pharmaceutical Supply Chain Participants, or otherwise seeks to recover sums it regards as the federal share of any Settlement, the amount recovered by CMS shall first be paid from the total amount of Opioid Funds available to the Parties under that Settlement and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.
10. The Parties acknowledge and agree that any Settlement may require Participating Local Governments to release all their claims against the settling Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge and agree based on the terms of any such national Settlement, a Participating Local Government will not receive funds through this Agreement until it has complied with all requirements set forth

in that national Settlement to release its claims. This Agreement is not a promise by any Party that any Settlement (including any Settlement resolved through bankruptcy) will be finalized or executed.

D. Participation of Cities and Towns

1. By signing on to the Agreement and any Settlement, a Participating County will receive 60% of its available LG Share for that Settlement when distribution under that Settlement occurs. Any such Participating County will receive up to an additional 40% of its available LG Share for that Settlement by securing the participation of its constituent cities and towns as signatories to this Agreement and that Settlement when distribution under that Settlement occurs. The sliding scale attached as Exhibit D will determine the share of funds available to the Participating County.³
2. If a Participating County does not achieve 100% participation of its cities and towns within the period of time required in a Settlement document for subdivision participation, the remaining portions of the LG Share that were otherwise available to the Participating County will be reallocated to (i) the State Share and (ii) the LG Share for the Participating Counties which have achieved 100% participation of their cities and towns in accordance with the percentages described in Sections B(2), C(1), and C(3), and set forth in Exhibits B and C.

E. Payment of Counsel and Litigation Expenses

1. The Parties anticipate that any Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.
2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the “Common Benefit Fund”), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a “tax,” then the Participating Local Governments shall first seek to have the settling defendants pay the “tax.” If the settling defendants do not agree to pay the “tax,” then the “tax” shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.⁴

³ Population allocation of cities and towns within counties will be derived from the population data included in any national Settlement. If such data is not included in the respective national Settlement, then population allocation will be determined from those cities and towns listed in Exhibit C. The data in Exhibit C is derived from the U.S. Census Estimate (July 1, 2019).

⁴ This paragraph shall not apply to the Settlement with the Settling Distributors or the Settlement with J&J.

3. Any governmental entity that seeks attorneys' fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement.⁵ In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney's fees and costs fund (the "Backstop Fund").
4. In the event that any Settlement imposes additional limitations or obligations on the payment of counsel and litigation expenses, those limitations and obligations take precedence over this Agreement.
5. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 ("Litigating Participating Local Governments"). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the "Opioid Fee and Expense Committee").
6. The amount of the Backstop Fund shall be determined as follows: From any national Settlement, the funds in the Backstop Fund shall equal 14.25% of the LG Share for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government's attorney's fees and costs. If required to do so by any Settlement, Participating Local Governments must report to the national Settlement Fund Administrator regarding contributions to, or payments from, the Backstop Fund.
7. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government, unless a Settlement or other court order imposes a lower limitation on contingency fees. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.
8. Payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same period of time as the national Contingency Fee Fund for each settlement. The Attorneys' Fees and Costs schedule for the Settling Distributors is listed in Exhibit R §(II)(S)(1) of the Settlement with the Settling

⁵ The State retained outside counsel in the Purdue litigation and if it is unable to secure payment of attorneys' fees and expenses from the bankruptcy proceedings in an amount sufficient to compensate outside counsel consistent with the terms of the State's contract with that outside counsel, any remaining attorneys' fees and expenses related to the representation of the State will first be paid directly from the total amount of Opioid Funds available to the Parties under that Settlement, up to the agreed amount in the outside counsel contract, and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

Distributors.⁶ The Attorneys' Fees and Costs schedule for J&J is listed in Exhibit R §(II)(A)(1) of the Settlement with J&J.⁷ For future Settlements with other defendants in the Pharmaceutical Supply Chain, any necessary payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same periods of time as the fee funds for those Settlements, if applicable, subject to the limitations set forth in this Agreement set forth in paragraph E(7) above.

9. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

F. Compliance Reporting and Accountability

1. If the State and Participating Local Governments use a Trustee for purposes of distributing funds pursuant to any Settlement, the Trustee shall be requested to provide timely an up-to-date accounting of payments into or out of any trust established to hold such funds and/or its subaccounts upon written request of the State or a Participating Local Government.
2. The State, Regions, and Participating Local Governments may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provision C(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibits B and C, as contemplated by Section C(3); or (3) violates the limitations set forth in F(3) with respect to compensation of the Trustee. The objector shall have the right to bring that objection within two years of the date of its discovery to a superior court in Maricopa County, Arizona.
3. In the event that the State and Participating Local Governments use a Trustee, compensation for Trustee's expenses of fund administration may be paid out of the Opioid Funds for reasonable expenses; provided that, reasonable expenses do not exceed the administrative expenses allowed under the terms of the relevant Settlement.
4. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition. This requirement supersedes any shorter period of time specified in any applicable document retention or destruction policy.
5. At least annually, by July 31 of each year, each Region or Multicounty Region shall provide to the State a report detailing for the preceding fiscal year (1) the amount of the LG Share received by each Participating Local Government within the Region or Multicounty Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts

⁶ Text of settlement available at <https://nationalopioidsettlement.com>.

⁷ Text of settlement available at <https://nationalopioidsettlement.com>.

disbursed on approved allocations. In order to facilitate this reporting, each Participating Local Government within a Region or Multicounty Region shall provide information necessary to meet these reporting obligations to a delegate(s) selected by the Region or Multicounty Region to provide its annual report to the State. Any Participating Local Government shall also comply with any reporting requirements imposed by any Settlement.

6. No later than September 30 of each year, the State shall publish on its website a report detailing for the preceding fiscal year (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in F(5) above. The State shall also comply with any reporting requirements imposed by any Settlement.
7. If it appears to the State, a Region, or a Multicounty Region that the State or another Region or Multicounty Region is using or has used Settlement funds for non-Approved Purposes, the State, Region, or Multicounty Region may on written request seek and obtain the documentation underlying the report(s) described in F(5) or F(6), as applicable, including documentation described in F(4). The State, Region, or Multicounty Region receiving such request shall have 14 days to provide the requested information. The requesting party and the State, Region, or Multicounty Region receiving such request may extend the time period for compliance with the request only upon mutual agreement.
8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.
9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this Agreement and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.

10. In an action brought pursuant to F(8) or F(9), attorney's fees and costs shall not be recoverable.

G. Settlement Negotiations

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to an Arizona-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.
2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the "Arizona Parties") are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and the Participating Local Government's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.
3. The State or any Participating Local Government may withdraw from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the other Arizona Parties and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.
4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

H. Amendments

1. The Parties agree to make such amendments as necessary to implement the intent of this Agreement.

One Arizona Distribution of Opioid Settlement Funds Agreement ACCEPTED by the undersigned and executed this 1 day of March, 2022.

ARIZONA ATTORNEY GENERAL


Mark Brnovich

APACHE COUNTY

APACHE COUNTY

EAGER TOWN

By: Michael B. Whiting
Its: County Attorney

By: _____
Its: _____

SPRINGERVILLE TOWN

ST JOHNS CITY

By: _____
Its: _____

By: _____
Its: _____

APACHE COUNTY

APACHE COUNTY

EAGER TOWN

By: _____
Its: _____

By: Matt Mears
Its: Town Manager

SPRINGERVILLE TOWN

ST JOHNS CITY

By: _____
Its: _____

By: _____
Its: _____

APACHE COUNTY

APACHE COUNTY

EAGER TOWN

By: _____
Its: _____

By: _____
Its: _____

SPRINGERVILLE TOWN

ST JOHNS CITY


By: Christopher Collopy
Its: Town Manager

By: _____
Its: _____

APACHE COUNTY

APACHE COUNTY

EAGER TOWN

By: _____

Its: _____

By: _____

Its: _____

SPRINGERVILLE TOWN

ST JOHNS CITY

By: _____

Its: _____

By:  _____

Its: CITY MANAGER



APACHE COUNTY

APACHE COUNTY

EAGER TOWN

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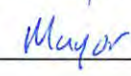
SPRINGERVILLE TOWN

ST JOHNS CITY

By: _____

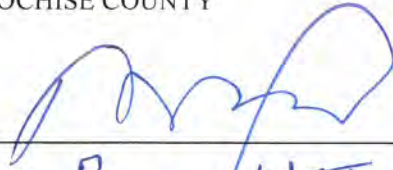
By:  _____

Its: _____

Its:  _____

COCHISE COUNTY

COCHISE COUNTY


By: Brian McIntyre
Its: County Attorney

BENSON CITY

By: _____
Its: _____

BISBEE CITY

By: _____
Its: _____

DOUGLAS CITY

By: _____
Its: _____

HUACHUCA CITY TOWN

By: _____
Its: _____

SIERRA VISTA CITY

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TOMBSTONE CITY

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WILLCOX CITY

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COCHISE COUNTY

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BENSON CITY

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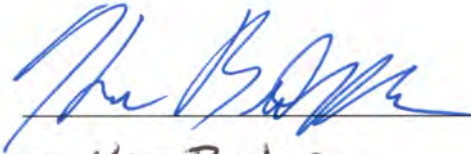
By: _____

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BISBEE CITY

DOUGLAS CITY



By: Ken Budge

By: _____

Its: Mayer

Its: _____

HUACHUCA CITY TOWN

SIERRA VISTA CITY

By: _____

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TOMBSTONE CITY

WILLCOX CITY

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COCHISE COUNTY

COCHISE COUNTY

BENSON CITY

By: _____
Its: _____

By: _____
Its: _____

BISBEE CITY

DOUGLAS CITY

By: _____
Its: _____

By: Luis Pedroza
Its: Interim City Manager

HUACHUCA CITY TOWN

SIERRA VISTA CITY

By: _____
Its: _____

By: _____
Its: _____

TOMBSTONE CITY

WILLCOX CITY

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COCHISE COUNTY

COCHISE COUNTY

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BISBEE CITY

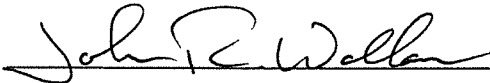
DOUGLAS CITY

By: _____
Its: _____

By: _____
Its: _____

HUACHUCA CITY TOWN

SIERRA VISTA CITY


By: Johann R. Wallace
Its: MAYOR

By: _____
Its: _____

TOMBSTONE CITY

WILLCOX CITY

By: _____
Its: _____

By: _____
Its: _____

COCHISE COUNTY

COCHISE COUNTY

BENSON CITY

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BISBEE CITY

DOUGLAS CITY

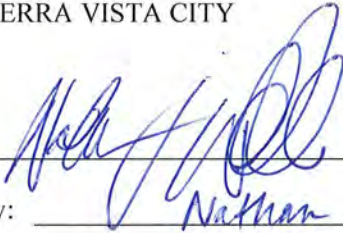
By: _____
Its: _____

By: _____
Its: _____

HUACHUCA CITY TOWN

SIERRA VISTA CITY

By: _____
Its: _____

By:  _____
Its: *Nathan J. Williams*
City Attorney

TOMBSTONE CITY

WILLCOX CITY

By: _____
Its: _____

By: _____
Its: _____

COCHISE COUNTY

COCHISE COUNTY

BENSON CITY

By: _____

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Its: _____

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BISBEE CITY

DOUGLAS CITY

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HUACHUCA CITY TOWN

SIERRA VISTA CITY

By: _____

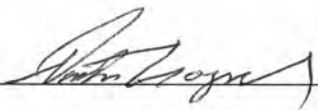
By: _____

Its: _____

Its: _____

TOMBSTONE CITY

WILLCOX CITY

 _____

By: DUSTIN ESCAPULE

By: _____

Its: MAYOR

Its: _____

COCHISE COUNTY

COCHISE COUNTY

BENSON CITY

By: _____

By: _____

Its: _____

Its: _____

BISBEE CITY

DOUGLAS CITY

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HUACHUCA CITY TOWN

SIERRA VISTA CITY

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TOMBSTONE CITY

WILLCOX CITY

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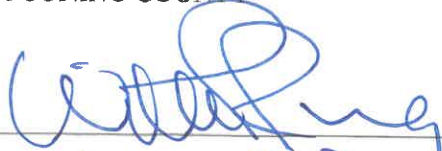
By:  _____

Its: _____

Its: City Manager

COCONINO COUNTY

COCONINO COUNTY


By: William P. Rind
Its: County Attorney

FLAGSTAFF CITY

By: _____
Its: _____

FREDONIA TOWN

By: _____
Its: _____

PAGE CITY

By: _____
Its: _____

SEDONA CITY

By: _____
Its: _____

TUSAYAN TOWN

By: _____
Its: _____

WILLIAMS CITY

By: _____
Its: _____

COCONINO COUNTY

COCONINO COUNTY

FLAGSTAFF CITY

By: _____
Its: _____

Greg Clifton

By: *Greg Clifton*
Its: *City Manager*

FREDONIA TOWN

PAGE CITY

By: _____
Its: _____

By: _____
Its: _____

SEDONA CITY

TUSAYAN TOWN

By: _____
Its: _____

By: _____
Its: _____

WILLIAMS CITY

By: _____
Its: _____

COCONINO COUNTY

COCONINO COUNTY

FLAGSTAFF CITY

By: _____

Its: _____

By: _____

Its: _____

FREDONIA TOWN

PAGE CITY

By: Jamie Jones

Its: Town Clerk

By: _____

Its: _____

SEDONA CITY

TUSAYAN TOWN

By: _____

Its: _____

By: _____

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WILLIAMS CITY

By: _____

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COCONINO COUNTY

COCONINO COUNTY

FLAGSTAFF CITY

By: _____

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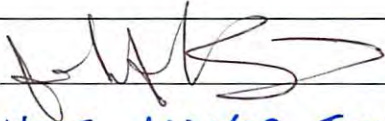
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FREDONIA TOWN

PAGE CITY

By: _____

By: 

Its: _____

Its: VICE MAYOR, JOHN KOCJAN

SEDONA CITY

TUSAYAN TOWN

By: _____

By: _____

Its: _____

Its: _____

WILLIAMS CITY

By: _____

Its: _____

COCONINO COUNTY

COCONINO COUNTY

FLAGSTAFF CITY

By: _____

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FREDONIA TOWN

PAGE CITY

By: _____

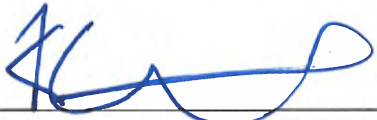
By: _____

Its: _____

Its: _____

SEDONA CITY

TUSAYAN TOWN



By: Kurt W. Christianson

By: _____

Its: City Attorney

Its: _____

WILLIAMS CITY

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Its: _____

COCONINO COUNTY

COCONINO COUNTY

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Its: _____

FREDONIA TOWN

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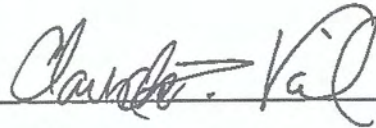
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PAGE CITY

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TUSAYAN TOWN

_____

By: Clarinda Vail

Its: Mayor

COCONINO COUNTY

COCONINO COUNTY

FLAGSTAFF CITY

By: _____

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FREDONIA TOWN

PAGE CITY

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WILLIAMS CITY

CITY OF WILLIAMS

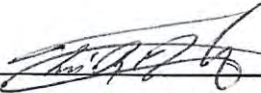
By: J. Pettit

Its: CITY MANAGER

GILA COUNTY

GILA COUNTY

GLOBE CITY



By: Tim R. Humphrey

Its: Chairman of the Board

By: _____

Its: _____

HAYDEN CITY

MIAMI TOWN

By: _____

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By: _____

Its: _____

PAYSON TOWN

STAR VALLEY TOWN

By: _____

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WINKELMAN TOWN

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GLOBE CITY

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By:  _____
Its: MAYOR _____

HAYDEN CITY

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HAYDEN CITY

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Its: MAYOR

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HAYDEN CITY

MIAMI TOWN

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Its: _____

By: *S. Gonzalez*
Its: *Mayor*

PAYSON TOWN

STAR VALLEY TOWN

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HAYDEN CITY

MIAMI TOWN

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By: _____
Its: _____

PAYSON TOWN

STAR VALLEY TOWN

By: Ch P Gounsey
Its: Mayor

By: _____
Its: _____

WINKELMAN TOWN

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Its: _____

GILA COUNTY

GILA COUNTY

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HAYDEN CITY

MIAMI TOWN

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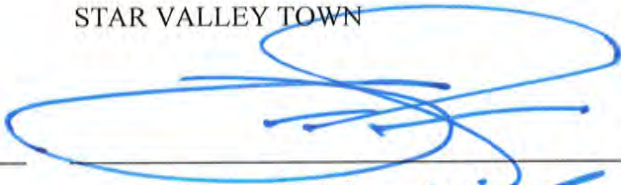
Its: _____

PAYSON TOWN

STAR VALLEY TOWN

By: _____

Its: _____

By:  Timothy W. Gaier

Its: Town manager pathology

WINKELMAN TOWN

By: _____

Its: _____

IMPLEMENTATION UNDERSTANDING CONCERNING THE ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

PARTIES: This Implementation Understanding Concerning the of One Arizona Distribution of Opioid Settlement Funds Agreement (the “*Understanding*”) is between Gila County (the “County”) and the City/Town of Winkelman (the “City/Town”) (collectively, the “Parties”).

RECITALS: The Attorney General of Arizona and the fifteen Arizona County Attorneys have executed the *One Arizona Distribution of Opioid Settlement Funds Agreement* (the “*Distribution Agreement*”), which is a mechanism for allocating funds received from any Settlement¹ among the State and the Participating Local Governments; and

The *Distribution Agreement* (at ¶ C.3) provides that Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the County amongst themselves in any manner they choose, and that if the Participating Counties and their constituent Participating Cities and Towns cannot reach such an agreement, Ex. C to the *Distribution Agreement* sets out a default allocation that will apply; and

The *Distribution Agreement* also provides that any Participating Local Government which does receive Settlement funds must use those funds only for certain Approved Purposes and maintain certain records concerning the expenditure of the funds; and

The County accepts these requirements of the *Distribution Agreement* concerning its use of Settlement funds and the keeping of records, but the City/Town does not wish to be burdened by these requirements; however

The City/Town nevertheless wishes to execute the *Distribution Agreement* and be a Participating Local Government under the *Distribution Agreement* to maximize the recovery of Settlement funds to the County and Arizona;

NOW THEREFORE: The County and the City/Town agree, as Participating Local Governments, to this *Understanding* to implement the *Distribution Agreement* pursuant to its provisions as follows:

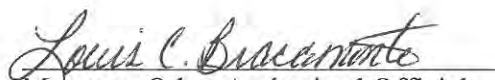
1. **City/Town Assignment of Funds:** All funds that otherwise would have been received by the City/Town under the default allocation set out in Ex. C to the *Distribution Agreement* are hereby assigned to the County.
2. **City/Town Assignment of Related Powers:** The City/Town also assigns to the County the authority to take all necessary acts and execute all necessary documents to effectuate the goals of this *Understanding*, including appropriate action with respect to registration with NationalOpioidSettlement.com and the execution of participation agreements, bankruptcy proofs of claim, or similar documents.
3. **County Responsibility:** The County will be responsible for using Settlement funds received pursuant to ¶ 1 only for Approved Purposes and for maintaining the appropriate records as required by the *Distribution Agreement*.

ACCEPTED by the undersigned and executed this 3rd day of November December, 2021.

COUNTY

CITY/TOWN


County Attorney

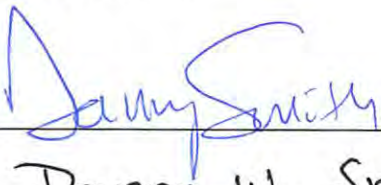

Mayor or Other Authorized Official

¹ Non-italicized capitalized terms used in this *Understanding* have the meanings ascribed to them in the *Distribution Agreement*.

GRAHAM COUNTY

GRAHAM COUNTY

PIMA TOWN



By: Danny W. Smith

Its: Board of Supervisors Chairman

By: _____

Its: _____

SAFFORD CITY

THATCHER TOWN

By: _____

Its: _____

By: _____

Its: _____

GRAHAM COUNTY

GRAHAM COUNTY

PIMA TOWN

By: _____

By: VERNON BATTY

Its: _____

Its: TOWN MANAGER

SAFFORD CITY

THATCHER TOWN

By: _____

By: _____

Its: _____

Its: _____

GRAHAM COUNTY

GRAHAM COUNTY

PIMA TOWN

By: _____

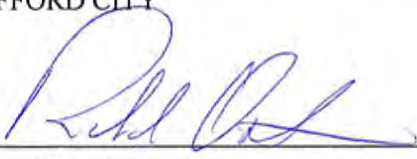
Its: _____

By: _____

Its: _____

SAFFORD CITY

THATCHER TOWN



By: Richard Ortega

Its: Vice-Mayor

By: _____

Its: _____

GRAHAM COUNTY

GRAHAM COUNTY

PIMA TOWN

By: _____

By: _____

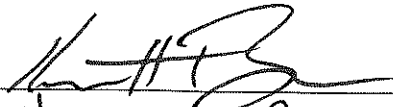
Its: _____

Its: _____

SAFFORD CITY

THATCHER TOWN

By: _____

By:  _____

Its: _____

Its: Town Manager

GREENLEE COUNTY

GREENLEE COUNTY

CLIFTON TOWN

By: Richard Lunt
Its: Chair of the Board.

By: _____
Its: _____

DUNCAN TOWN

By: _____
Its: _____

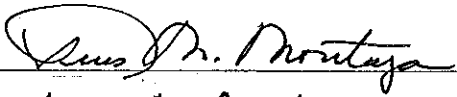
GREENLEE COUNTY

GREENLEE COUNTY

CLIFTON TOWN

By: _____

Its: _____



By: _____

Its: _____

Luis M. Montoya

MAYOR

DUNCAN TOWN

By: _____

Its: _____

GREENLEE COUNTY

GREENLEE COUNTY

CLIFTON TOWN

By: _____

Its: _____

By: _____

Its: _____

DUNCAN TOWN



By: Anne Thurman

Its: Mayor

LA PAZ COUNTY

LA PAZ COUNTY

PARKER TOWN



By: DUCE MINOR

Its: CHAIRMAN

By: _____

Its: _____

QUARTZITE TOWN

By: _____

Its: _____

LA PAZ COUNTY

LA PAZ COUNTY

PARKER TOWN

By: _____

By: hori Wedemeyer

Its: _____

Its: Town Manager

QUARTZITE TOWN

By: _____

Its: _____

LA PAZ COUNTY

LA PAZ COUNTY

PARKER TOWN

By: _____
Its: _____

By: _____
Its: _____

QUARTZITE TOWN


By: Tim Ferguson
Its: Town Manager

MARICOPA COUNTY

MARICOPA COUNTY

APACHE JUNCTION CITY



By: THOMAS P. LIDDY

By: _____

Its: Chief, Civil Serv. Div. MCAO

Its: _____

AVONDALE CITY

BUCKEYE TOWN

By: _____

By: _____

Its: _____

Its: _____

CAREFREE TOWN

CAVE CREEK TOWN

By: _____

By: _____

Its: _____

Its: _____

CHANDLER CITY

EL MIRAGE CITY

By: _____

By: _____

Its: _____

Its: _____

FOUNTAIN HILLS TOWN

GILA BEND TOWN

By: _____

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MARICOPA COUNTY

MARICOPA COUNTY

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CAREFREE TOWN

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CHANDLER CITY

By: _____

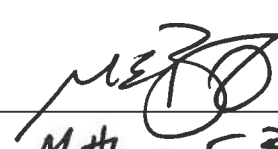
Its: _____

FOUNTAIN HILLS TOWN

By: _____

Its: _____

APACHE JUNCTION CITY

By:  _____

Its: Assistant City Manager

9/25/2021

BUCKEYE TOWN

By: _____

Its: _____

CAVE CREEK TOWN

By: _____

Its: _____

EL MIRAGE CITY

By: _____

Its: _____

GILA BEND TOWN

By: _____

Its: _____

MARICOPA COUNTY

MARICOPA COUNTY

APACHE JUNCTION CITY

By: _____

Its: _____

By: _____

Its: _____

AVONDALE CITY

BUCKEYE TOWN

Nicholle Harris

Nicholle Harris (Nov 3, 2021 08:26 PDT)

By: **Nicholle Harris**

Its: **City Attorney**

By: _____

Its: _____

CAREFREE TOWN

CAVE CREEK TOWN

By: _____

Its: _____

By: _____

Its: _____

CHANDLER CITY

EL MIRAGE CITY

By: _____

Its: _____

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FOUNTAIN HILLS TOWN

GILA BEND TOWN

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MARICOPA COUNTY

MARICOPA COUNTY

APACHE JUNCTION CITY

By: _____

By: _____

Its: _____

Its: _____

AVONDALE CITY

BUCKEYE CITY

By: _____

By:  Eric W. Orsborn

Its: _____

Its: Mayor

CAREFREE TOWN

CAVE CREEK TOWN

By: _____

By: _____

Its: _____

Its: CHANDLER

CITY

EL MIRAGE CITY

By: _____

By: _____

Its: _____

Its: _____

FOUNTAIN HILLS TOWN

GILA BEND TOWN

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MARICOPA COUNTY

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AVONDALE CITY

BUCKEYE TOWN

By: _____

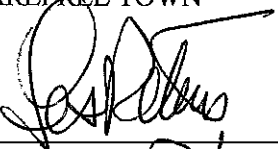
By: _____

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CAREFREE TOWN

CAVE CREEK TOWN

By: 
Les Peterson

By: _____

Its: MAYOR

Its: _____

CHANDLER CITY

EL MIRAGE CITY

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FOUNTAIN HILLS TOWN

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BUCKEYE TOWN

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CAREFREE TOWN

CAVE CREEK TOWN

By: _____

By: *Erin Benth*

Its: _____

Its: *Mayor*

CHANDLER CITY

EL MIRAGE CITY

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FOUNTAIN HILLS TOWN

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MARICOPA COUNTY

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CAREFREE TOWN

CAVE CREEK TOWN

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CHANDLER CITY

EL MIRAGE CITY



By: Kelly Y. Schwab

Its: City Attorney

By: _____

Its: _____

FOUNTAIN HILLS TOWN

GILA BEND TOWN

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MARICOPA COUNTY

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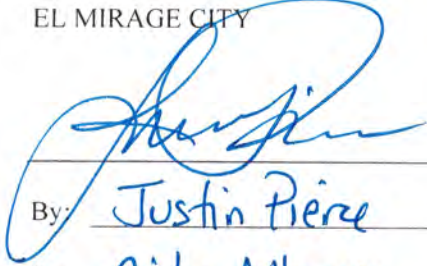
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CHANDLER CITY

EL MIRAGE CITY

By: _____

Its: _____

By:  Justin Pierce

Its: City Attorney

FOUNTAIN HILLS TOWN

GILA BEND TOWN

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MARICOPA COUNTY

MARICOPA COUNTY

APACHE JUNCTION CITY

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CHANDLER CITY

EL MIRAGE CITY

By: _____

By: _____

Its: _____

Its: _____

FOUNTAIN HILLS TOWN

GILA BEND TOWN



By: Ginny Dickey

By: _____

Its: Mayor

Its: _____

MARICOPA COUNTY CITIES & TOWNS

APACHE JUNCTION CITY

By: _____
Its: _____

AVONDALE CITY

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Its: _____

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GOODYEAR CITY

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GUADALUPE TOWN

By: _____
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LITCHFIELD PARK CITY

By: _____
Its: _____

[Handwritten signatures and notes for Gila Bend Town]
By: *[Signature]*
Its: *[Signature]*
11.5.21

MARICOPA COUNTY

GILBERT TOWN



By: Brigitte Peterson

Its: Mayor

GLENDALE CITY

By: _____

Its: _____

GOODYEAR CITY

By: _____

Its: _____

GUADALUPE TOWN

By: _____

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LITCHFIELD PARK CITY

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MESA CITY

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PARADISE VALLEY TOWN

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PEORIA CITY

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PHOENIX CITY

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QUEEN CREEK TOWN

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MARICOPA COUNTY

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GOODYEAR CITY

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Its: _____

LITCHFIELD PARK CITY

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Its: _____

PARADISE VALLEY TOWN

By: _____
Its: _____

PHOENIX CITY

By: _____
Its: _____

GLENDALE CITY

By: JERRY WIENERS
Its: MAYOR

GUADALUPE TOWN

By: _____
Its: _____

MESA CITY

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PEORIA CITY

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Its: _____

QUEEN CREEK TOWN

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MARICOPA COUNTY

GILBERT TOWN

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GLENDALE CITY

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GOODYEAR CITY

By: Roric Massey

Its: City Attorney

GUADALUPE TOWN

By: _____

Its: _____

LITCHFIELD PARK CITY

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MESA CITY

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Its: _____

PARADISE VALLEY TOWN

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PEORIA CITY

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MARICOPA COUNTY

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GLENDALE CITY

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GOODYEAR CITY

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Its: _____

GUADALUPE TOWN


By: Valerie Molina
Its: Mayor

LITCHFIELD PARK CITY

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MESA CITY

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PARADISE VALLEY TOWN

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QUEEN CREEK TOWN

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MARICOPA COUNTY

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GOODYEAR CITY

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GUADALUPE TOWN

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Its: _____

LITCHFIELD PARK CITY


By: Thomas L. Schoaf
Its: Mayor

MESA CITY

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Its: _____

PARADISE VALLEY TOWN

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PEORIA CITY

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PHOENIX CITY

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Its: _____

QUEEN CREEK TOWN

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Its: _____

MARICOPA COUNTY

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GLENDALE CITY

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GOODYEAR CITY

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Its: _____

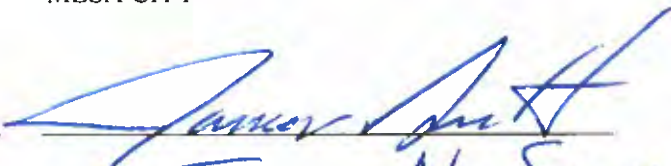
GUADALUPE TOWN

By: _____
Its: _____

LITCHFIELD PARK CITY

By: _____
Its: _____

MESA CITY

By: 
Its: JAMES N. SMITH
CITY ATTORNEY

PARADISE VALLEY TOWN

By: _____
Its: _____

PEORIA CITY

By: _____
Its: _____

PHOENIX CITY

By: _____
Its: _____

QUEEN CREEK TOWN

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Its: _____

MARICOPA COUNTY

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GLENDALE CITY

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GOODYEAR CITY

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GUADALUPE TOWN

By: _____

Its: _____

LITCHFIELD PARK CITY

By: _____

Its: _____

MESA CITY

By: _____

Its: _____

PARADISE VALLEY TOWN



By: Jill Keimach

Its: Town manager

PEORIA CITY

By: _____

Its: _____

PHOENIX CITY

By: _____

Its: _____

QUEEN CREEK TOWN

By: _____

Its: _____

ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

MARICOPA COUNTY

Town of Paradise Valley

DocuSigned by:

Jill Keimach

CE1DC3A7429445A

Jill Keimach, Town Manager

Attest:

DocuSigned by:

Duncan Miller

FD56FE67A95043D...

Duncan Miller, Town Clerk

Approved as to Form:

DocuSigned by:

Andrew McGuire

D29F046BCAE1440

Andrew McGuire, Town Attorney

MARICOPA COUNTY

GILBERT TOWN

By: _____

Its: _____

GLENDALE CITY

By: _____

Its: _____

GOODYEAR CITY

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Its: _____

GUADALUPE TOWN

By: _____

Its: _____

LITCHFIELD PARK CITY

By: _____

Its: _____

MESA CITY

By: _____

Its: _____

PARADISE VALLEY TOWN

By: _____

Its: _____

PEORIA CITY

By: Vanessa P. Hickman
City Attorney

Its: _____

PHOENIX CITY

By: _____

Its: _____

QUEEN CREEK TOWN

By: _____

Its: _____

MARICOPA COUNTY

GILBERT TOWN

GLENDALE CITY

By: _____

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GOODYEAR CITY

GUADALUPE TOWN

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PARADISE VALLEY TOWN

PEORIA CITY

By: _____

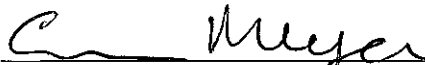
By: _____

Its: _____

Its: _____

PHOENIX CITY

QUEEN CREEK TOWN

 _____

By: CRIS MEYER

By: _____

Its: CITY ATTORNEY

Its: _____

MARICOPA COUNTY

GILBERT TOWN

By: _____
Its: _____

GLENDALE CITY

By: _____
Its: _____

GOODYEAR CITY

By: _____
Its: _____

GUADALUPE TOWN

By: _____
Its: _____

LITCHFIELD PARK CITY

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MESA CITY

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PARADISE VALLEY TOWN

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Its: _____

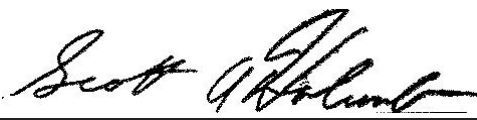
PEORIA CITY

By: _____
Its: _____

PHOENIX CITY

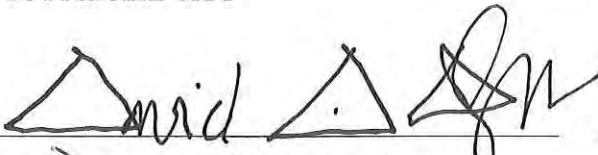
By: _____
Its: _____

QUEEN CREEK TOWN


By: Scott A. Holcomb
Its: Town Attorney

SCOTTSDALE CITY

SURPRISE CITY


By: David D. Ortega

Its: Mayor **ATTEST**

By: _____

Its: _____

TEMPE CITY

Ben Love

TOLLESON CITY

CITY CLERK

By: _____

Its: _____

By: _____

Its: _____

WICKENBURG TOWN

YOUNGTOWN TOWN

By: _____

Its: _____

By: _____

Its: _____

MARICOPA COUNTY

SCOTTSDALE CITY

SURPRISE CITY

By: _____

By: _____

Its: _____

Its: _____

Shirley Haver
Mayor

TEMPE CITY

TOLLESON CITY

By: _____

By: _____

Its: _____

Its: _____

WICKENBURG TOWN

YOUNGTOWN TOWN

By: _____

By: _____

Its: _____

Its: _____

MARICOPA COUNTY

SCOTTSDALE CITY

SURPRISE CITY

By: _____

Its: _____

By: _____

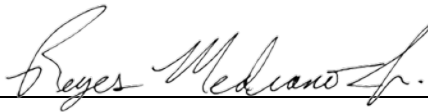
Its: _____

TEMPE CITY

TOLLESON CITY

By: _____

Its: _____



By: Reyes Medrano, Jr.

Its: City Manager

WICKENBURG TOWN

YOUNGTOWN TOWN

By: _____

Its: _____

By: _____

Its: _____

MARICOPA COUNTY

SCOTTSDALE CITY

SURPRISE CITY

By: _____
Its: _____

By: _____
Its: _____

TEMPE CITY

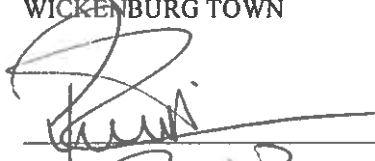
TOLLESON CITY

By: _____
Its: _____

By: _____
Its: _____

WICKENBURG TOWN

YOUNGTOWN TOWN


By: Rui PEREIRA
Its: MAYOR

By: _____
Its: _____

MARICOPA COUNTY

SCOTTSDALE CITY

SURPRISE CITY

By: _____

By: _____

Its: _____

Its: _____

TEMPE CITY

TOLLESON CITY

By: _____

By: _____

Its: _____

Its: _____

WICKENBURG TOWN

YOUNGTOWN TOWN

By: _____

By: _____

Its: _____

Its: 
Mayor

MOHAVE COUNTY

MOHAVE COUNTY

BULLHEAD CITY

By: Buster Johnson

Its: Chairman, Board of Supervisors

By: _____

Its: _____

COLORADO CITY TOWN

KINGMAN CITY



By: _____

Its: _____

By: _____

Its: _____

LAKE HAVASU CITY

By: _____

Its: _____

MOHAVE COUNTY

MOHAVE COUNTY

BULLHEAD CITY

Travis Pruitt, Acting City Manager



By: _____

For By: Toby Cotter

Its: _____

Its: City Manager

COLORADO CITY TOWN

KINGMAN CITY

By: _____

By: _____

Its: _____

Its: _____

LAKE HAVASU CITY

By: _____

Its: _____

MOHAVE COUNTY

MOHAVE COUNTY

BULLHEAD CITY

By: _____

Its: _____

By: _____

Its: _____

COLORADO CITY TOWN

KINGMAN CITY

By: Joseph Allred

Its: Mayor

By: _____

Its: _____

LAKE HAVASU CITY

By: _____

Its: _____

MOHAVE COUNTY

MOHAVE COUNTY

BULLHEAD CITY

By: _____
Its: _____

By: _____
Its: _____

COLORADO CITY TOWN

KINGMAN CITY

By: _____
Its: _____

By: *Jen Miles*
Its: *Mayor*

LAKE HAVASU CITY

By: _____
Its: _____

MOHAVE COUNTY

MOHAVE COUNTY

BULLHEAD CITY

By: _____

By: _____

Its: _____

Its: _____

COLORADO CITY TOWN

KINGMAN CITY

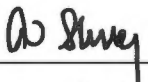
By: _____

By: _____

Its: _____

Its: _____

LAKE HAVASU CITY


By: _____

Cal Sheehy

Its: Lake Havasu City, Mayor

NAVAJO COUNTY

NAVAJO COUNTY



By: Daryl Seymore

Its: Chairman

HOLBROOK CITY

By: _____

Its: _____

PINETOP-LAKESIDE TOWN

By: _____

Its: _____

SHOW LOW CITY

By: _____

Its: _____

SNOWFLAKE TOWN

By: _____

Its: _____

TAYLOR TOWN

By: _____

Its: _____

WINSLOW CITY

By: _____

Its: _____

NAVAJO COUNTY

NAVAJO COUNTY

HOLBROOK CITY

By: _____

Its: _____

By: _____

Its: _____

J. Merrill Young
MAYOR

PINETOP-LAKESIDE TOWN

SHOW LOW CITY

By: _____

Its: _____

By: _____

Its: _____

SNOWFLAKE TOWN

TAYLOR TOWN

By: _____

Its: _____

By: _____

Its: _____

WINSLOW CITY

By: _____

Its: _____

NAVAJO COUNTY

NAVAJO COUNTY

HOLBROOK CITY

By: _____
Its: _____

By: _____
Its: _____

PINETOP-LAKESIDE TOWN

SHOW LOW CITY

Stephanie Brown

By: _____
Its: _____

By: _____
Its: _____

SNOWFLAKE TOWN

TAYLOR TOWN

By: _____
Its: _____

By: _____
Its: _____

WINSLOW CITY

By: _____
Its: _____

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 21-1594

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF PINETOP-LAKESIDE PROPOSED BY ARIZONA ATTORNEY GENERAL MARK BRNOVICH

WHEREAS, the Arizona Attorney General transmitted a request to cities and towns requesting cities and towns to approve the *One Arizona Distribution of Opioid Settlement Funds Agreement* (“Agreement”) between the state of Arizona and the Town of Pinetop-Lakeside resulting from negotiations with defendants (the “**Opioid Defendants**”) involved with manufacturing, marketing, promoting, distributing, and dispensing opioids and the expansion of the opioid crisis;

WHEREAS, the Arizona Attorney General has imposed a November 10, 2021, deadline for approval of the Agreement; and

WHEREAS, although the Agreement limits the power of a town to disapprove the allocations of settlement proceeds among the state, cities, towns, and counties, the Agreement allows the Town to review and approve or disapprove any final settlement plan regarding amounts paid to the State of Arizona by the Opioid Defendants, but disapproval results in lower settlement proceeds disbursed to local jurisdictions.

NOW THEREFORE BE IT RESOLVED, that the Town Council of the Town of Pinetop-Lakeside, Arizona hereby approves the *One Arizona Opioid Settlement Funds Agreement* between and among the Town of Pinetop-Lakeside, other Arizona cities and towns, Arizona counties and the State of Arizona and authorizes the Mayor to execute the Agreement.

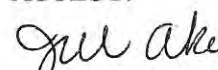
PASSED AND ADOPTED by the Town Council of the Town of Pinetop-Lakeside, Arizona this 21st day of October 2021.

TOWN OF PINETOP-LAKESIDE



Stephanie Irwin
Mayor

ATTEST:



Jill Akens, MMC
Town Clerk



APPROVED AS TO FORM:



William J. Sims, III
Town Attorney

NAVAJO COUNTY

NAVAJO COUNTY

HOLBROOK CITY

By: _____

Its: _____

By: _____

Its: _____

PINETOP-LAKESIDE TOWN

SHOW LOW CITY

By: _____

Its: _____

By:  John Leech, Jr.

Its: Mayor

SNOWFLAKE TOWN

TAYLOR TOWN

By: _____

Its: _____

By: _____

Its: _____

WINSLOW CITY

By: _____

Its: _____

NAVAJO COUNTY

NAVAJO COUNTY

HOLBROOK CITY

By: _____

Its: _____

By: _____

Its: _____

PINETOP-LAKESIDE TOWN

SHOW LOW CITY

By: _____

Its: _____

By: _____

Its: _____

SNOWFLAKE TOWN

TAYLOR TOWN



By: Brian Richards

Its: Town Manager

By: _____

Its: _____

WINSLOW CITY

By: _____

Its: _____

NAVAJO COUNTY

NAVAJO COUNTY

HOLBROOK CITY

By: _____

By: _____

Its: _____

Its: _____

PINETOP-LAKESIDE TOWN

SHOW LOW CITY

By: _____

By: _____

Its: _____

Its: _____

SNOWFLAKE TOWN

TAYLOR TOWN

By: _____

By: Jasen C Brubaker

Its: _____

Its: Vice Mayor

JASEN C BRUBAKER 11/10/21

WINSLOW CITY

By: _____

Its: _____

NAVAJO COUNTY

NAVAJO COUNTY

HOLBROOK CITY

By: _____
Its: _____

By: _____
Its: _____

PINETOP-LAKESIDE TOWN

SHOW LOW CITY

By: _____
Its: _____

By: _____
Its: _____

SNOWFLAKE TOWN

TAYLOR TOWN

By: _____
Its: _____

By: _____
Its: _____

WINSLOW CITY

By: Roberta W. Cino
Its: Mayor

PIMA COUNTY

PIMA COUNTY

MARANA TOWN

Sharon Bronson

By: Supervisor Sharon Bronson, Chair

Its: SB

By: _____

Its: _____

ORO VALLEY TOWN

SAHUARITA TOWN

By: _____

Its: _____

By: _____

Its: _____

SOUTH TUCSON CITY

TUCSON CITY

By: _____

Its: _____

By: _____

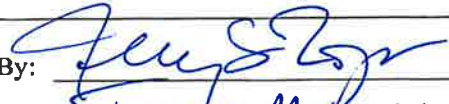
Its: _____

PIMA COUNTY

PIMA COUNTY

MARANA TOWN

By: _____
Its: _____

By: 
Its: Town Manager

ORO VALLEY TOWN

SAHUARITA TOWN

By: _____
Its: _____

By: _____
Its: _____

SOUTH TUCSON CITY

TUCSON CITY

By: _____
Its: _____

By: _____
Its: _____

PIMA COUNTY

PIMA COUNTY

MARANA TOWN

By: _____
Its: _____

By: _____
Its: _____

ORO VALLEY TOWN

SAHUARITA TOWN

Mary Jacobs

By: Mary Jacobs
Its: Town Manager
September 22, 2021 8:35am

By: _____
Its: _____

SOUTH TUCSON CITY

TUCSON CITY

By: _____
Its: _____

By: _____
Its: _____

PIMA COUNTY

PIMA COUNTY

MARANA TOWN

By: _____
Its: _____

By: _____
Its: _____

ORO VALLEY TOWN

SAHUARITA TOWN

By: _____
Its: _____

By: Tom Murphy
Its: Mayor

SOUTH TUCSON CITY

TUCSON CITY

By: _____
Its: _____

By: _____
Its: _____

PIMA COUNTY

PIMA COUNTY

MARANA TOWN

By: _____

By: _____

Its: _____

Its: _____

ORO VALLEY TOWN

SAHUARITA TOWN

By: _____

By: _____

Its: _____

Its: _____

SOUTH TUCSON CITY

TUCSON CITY

By: *Hector M Figueroa*

By: _____

Its: *City Attorney*

Its: _____

PIMA COUNTY

PIMA COUNTY

MARANA TOWN

By: _____

Its: _____

By: _____

Its: _____

ORO VALLEY TOWN

SAHUARITA TOWN

By: _____

Its: _____

By: _____

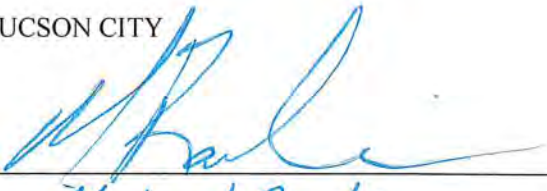
Its: _____

SOUTH TUCSON CITY

TUCSON CITY

By: _____

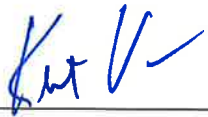
Its: _____

By: 
City Attorney
Its: _____

PINAL COUNTY

PINAL COUNTY

CASA GRANDE CITY


By: KENT VOUKMER
Its: COUNTY ATTORNEY

By: _____
Its: _____

COOLIDGE CITY

ELOY CITY

By: _____
Its: _____

By: _____
Its: _____

FLORENCE TOWN

KEARNY TOWN

By: _____
Its: _____

By: _____
Its: _____

MAMMOTH TOWN

MARICOPA CITY

By: _____
Its: _____

By: _____
Its: _____

SUPERIOR TOWN

By: _____
Its: _____

PINAL COUNTY

PINAL COUNTY

CASA GRANDE CITY



By: _____

By: Larry Rains

Its: _____

Its: City Manager

COOLIDGE CITY

ELOY CITY

By: _____

By: _____

Its: _____

Its: _____

FLORENCE TOWN

KEARNY TOWN

By: _____

By: _____

Its: _____

Its: _____

MAMMOTH TOWN

MARICOPA CITY

By: _____

By: _____

Its: _____

Its: _____

SUPERIOR TOWN

By: _____

Its: _____

PINAL COUNTY

PINAL COUNTY

CASA GRANDE CITY

By: _____

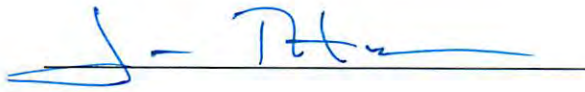
By: _____

Its: _____

Its: _____

COOLIDGE CITY

ELOY CITY



By: _____

By: _____

Its: Mayor

Its: _____

FLORENCE TOWN

KEARNY TOWN

By: _____

By: _____

Its: _____

Its: _____

MAMMOTH TOWN

MARICOPA CITY

By: _____

By: _____

Its: _____

Its: _____

SUPERIOR TOWN

By: _____

Its: _____

PINAL COUNTY CITIES & TOWNS

CASA GRANDE CITY

By: _____
Its: _____

KEARNY TOWN

By: _____
Its: _____

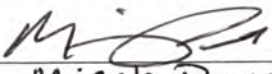
COOLIDGE CITY

By: _____
Its: _____

MAMMOTH TOWN

By: _____
Its: _____

ELOY CITY

By: 
Its: Micah Powell
Mayor

MARICOPA CITY

By: _____
Its: _____

FLORENCE TOWN

By: _____
Its: _____

SUPERIOR TOWN

By: _____
Its: _____

PINAL COUNTY

PINAL COUNTY

CASA GRANDE CITY

By: _____

Its: _____

By: _____

Its: _____

COOLIDGE CITY

ELOY CITY

By: _____

Its: _____

By: _____

Its: _____

FLORENCE TOWN

KEARNY TOWN

Tara Walter

By: *Tara Walter*

Its: *Mayor*

By: _____

Its: _____

MAMMOTH TOWN

MARICOPA CITY

By: _____

Its: _____

By: _____

Its: _____

SUPERIOR TOWN

By: _____

Its: _____

PINAL COUNTY

PINAL COUNTY

CASA GRANDE CITY

By: _____

By: _____

Its: _____

Its: _____

COOLIDGE CITY

ELROY CITY

By: _____

By: _____

Its: _____

Its: _____

FLORENCE TOWN

KEARNY TOWN

By: _____

By: David L. Radcliffe

Its: _____

Its: _____

MAMMOTH TOWN

MARICOPA CITY

By: _____

By: _____

Its: _____

Its: _____

SUPERIOR TOWN

By: _____

Its: _____

PINAL COUNTY

PINAL COUNTY

By: _____

Its: _____

COOLIDGE CITY

By: _____

Its: _____

FLORENCE TOWN

By: _____

Its: _____

MAMMOTH TOWN

x Patsy Armenta

By: Patsy Armenta

Its: Mayor Town of Mammoth

SUPERIOR TOWN

By: _____

Its: _____

CASA GRANDE CITY

By: _____

Its: _____

ELOY CITY

By: _____

Its: _____

KEARNY TOWN

By: _____

Its: _____

MARICOPA CITY

By: _____

Its: _____

PINAL COUNTY

PINAL COUNTY

CASA GRANDE CITY

By: _____

By: _____

Its: _____

Its: _____

COOLIDGE CITY

ELOY CITY

By: _____

By: _____

Its: _____

Its: _____

FLORENCE TOWN

KEARNY TOWN

By: _____

By: _____

Its: _____

Its: _____

MAMMOTH TOWN

MARICOPA CITY

By: _____


By: Jennifer Brown

Its: _____

Its: Assistant City Manager

SUPERIOR TOWN

By: _____

Its: _____

PINAL COUNTY

PINAL COUNTY

CASA GRANDE CITY

By: _____

By: _____

Its: _____

Its: _____

COOLIDGE CITY

ELOY CITY

By: _____

By: _____

Its: _____

Its: _____

FLORENCE TOWN

KEARNY TOWN

By: _____

By: _____

Its: _____

Its: _____

MAMMOTH TOWN

MARICOPA CITY

By: _____

By: _____

Its: _____

Its: _____

SUPERIOR TOWN

By: Todd R. Riser

Its: Town Manager

SANTA CRUZ COUNTY

SANTA CRUZ COUNTY

NOGALES CITY



By: Manuel Ruiz

Its: Chairman, Board of Supervisors



By: John E. Kissinger

Its: Acting City Manager

PATAGONIA TOWN



By: Andrea Wood

Its: Mayor

YAVAPAI COUNTY

YAVAPAI COUNTY

CAMP VERDE TOWN

By: Craig L. Brown
Its: Chairman

By: _____
Its: _____

CHINO VALLEY TOWN

CLARKDALE TOWN

By: _____
Its: _____

By: _____
Its: _____

COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN

By: _____
Its: _____

By: _____
Its: _____

JEROME TOWN

PRESCOTT CITY

By: _____
Its: _____

By: _____
Its: _____

PRESCOTT VALLEY TOWN

By: _____
Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

CAMP VERDE TOWN

By: _____
Its: _____

X *Tom Jenkins*
By: DEE JENKINS
Its: MAYOR

CHINO VALLEY TOWN

CLARKDALE TOWN

By: _____
Its: _____

By: _____
Its: _____

COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN

By: _____
Its: _____

By: _____
Its: _____

JEROME TOWN

PRESCOTT CITY

By: _____
Its: _____

By: _____
Its: _____

PRESCOTT VALLEY TOWN

By: _____
Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY *Chino Valley
Town*

CAMP VERDE TOWN

Jackie Miller

By: _____

By: _____

Its: *MAYOR*

Its: _____

CHINO VALLEY TOWN

CLARKDALE TOWN

By: _____

By: _____

Its: _____

Its: _____

COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN

By: _____

By: _____

Its: _____

Its: _____

JEROME TOWN

PRESCOTT CITY

By: _____

By: _____

Its: _____

Its: _____

PRESCOTT VALLEY TOWN

By: _____

Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

CAMP VERDE TOWN

By: _____

By: _____

Its: _____

Its: _____

CHINO VALLEY TOWN

CLARKDALE TOWN

By: _____

By: *Robyn Prud'homme-Bauer*

Its: _____

Its: *Mayor*

COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN

By: _____

By: _____

Its: _____

Its: _____

JEROME TOWN

PRESCOTT CITY

By: _____

By: _____

Its: _____

Its: _____

PRESCOTT VALLEY TOWN

By: _____

Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

CAMP VERDE TOWN

By: _____

By: _____

Its: _____

Its: _____

CHINO VALLEY TOWN

CLARKDALE TOWN

By: _____

By: _____

Its: _____

Its: _____

COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN



By: Tim Elinski

By: _____

Its: Mayor

Its: _____

JEROME TOWN

PRESCOTT CITY

By: _____

By: _____

Its: _____

Its: _____

PRESCOTT VALLEY TOWN

By: _____

Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

CAMP VERDE TOWN

By: _____

Its: _____

By: _____

Its: _____

CHINO VALLEY TOWN

CLARKDALE TOWN

By: _____

Its: _____

By: _____

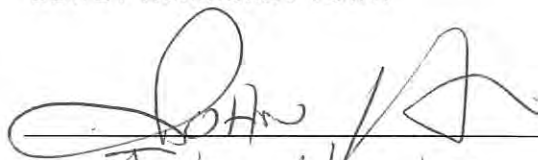
Its: _____

COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN

By: _____

Its: _____

By: 
John Hughes
Its: 11/2/2001 Mayor

JEROME TOWN

PRESCOTT CITY

By: _____

Its: _____

By: _____

Its: _____

PRESCOTT VALLEY TOWN

By: _____

Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

CAMP VERDE TOWN

By: _____

Its: _____

By: _____

Its: _____

CHINO VALLEY TOWN

CLARKDALE TOWN

By: _____

Its: _____

By: _____

Its: _____

COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN

By: _____

Its: _____

By: _____

Its: _____

JEROME TOWN

PRESCOTT CITY

By:  _____

Its: Mayor _____

By: _____

Its: _____

PRESCOTT VALLEY TOWN

By: _____

Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

CAMP VERDE TOWN

By: _____

Its: _____

By: _____

Its: _____

CHINO VALLEY TOWN

CLARKDALE TOWN

By: _____

Its: _____

By: _____

Its: _____

COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN

By: _____

Its: _____

By: _____

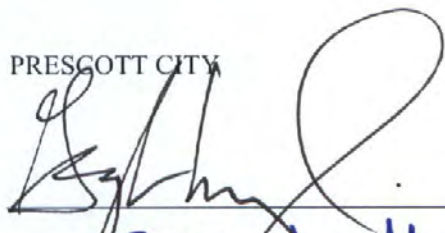
Its: _____

JEROME TOWN

PRESCOTT CITY

By: _____

Its: _____

By:  GREG L. MENGARELLI
Its: MAYOR

PRESCOTT VALLEY TOWN

By: _____

Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

CAMP VERDE TOWN

By: _____

By: _____

Its: _____

Its: _____

CHINO VALLEY TOWN

CLARKDALE TOWN

By: _____

By: _____

Its: _____

Its: _____

COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN

By: _____

By: _____

Its: _____

Its: _____

JEROME TOWN

PRESCOTT CITY

By: _____

By: _____

Its: _____

Its: _____

PRESCOTT VALLEY TOWN

By:  _____

Its: Mayor _____

Approved As To Form: 25

Town Attorney
Attest: , Town Clerk

YUMA COUNTY

YUMA COUNTY

SAN LUIS CITY

By:  Marco A. (Tony) Reyes
Its: Chairman of the Board

By: _____
Its: _____

SOMERTON CITY

WELLTON TOWN

By: _____
Its: _____

By: _____
Its: _____

YUMA CITY

By: _____
Its: _____

YUMA COUNTY

YUMA COUNTY

SAN LUIS CITY

By: _____

Its: _____

By: Gerardo Sanchez
Its: Mayor

SOMERTON CITY

WELLTON TOWN

By: _____

Its: _____

By: _____

Its: _____

YUMA CITY

By: _____

Its: _____

YUMA COUNTY

YUMA COUNTY

SAN LUIS CITY

By: _____

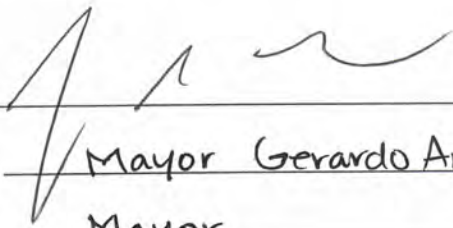
By: _____

Its: _____

Its: _____

SOMERTON CITY

WELLTON TOWN

By:  Mayor Gerardo Anaya

By: _____

Its: Mayor

Its: _____

YUMA CITY

By: _____

Its: _____

YUMA COUNTY

YUMA COUNTY

By: _____

Its: _____

SAN LUIS CITY

By: _____

Its: _____

SOMERTON CITY

By: _____

Its: _____

WELLTON TOWN



By: Cecilia McCollough

Its: Mayor

YUMA CITY

By: _____

Its: _____

YUMA COUNTY

YUMA COUNTY

SAN LUIS CITY

By: _____
Its: _____

By: _____
Its: _____

SOMERTON CITY

WELLTON TOWN

By: _____
Its: _____

By: _____
Its: _____

YUMA CITY

By: PHILIP A. RODRIGUEZ
Its: City Administrator

Exhibit A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

<u>Exhibit B</u>	
<u>Allocation to Arizona Counties/Regions</u>	
County/Region	Percentage of LG Share
APACHE	0.690%
COCHISE	1.855%
COCONINO	1.688%
GILA	1.142%
GRAHAM	0.719%
GREENLEE	0.090%
LA PAZ	0.301%
MARICOPA	57.930%
MOHAVE	4.898%
NAVAJO	1.535%
PIMA	18.647%
PINAL	3.836%
SANTA CRUZ	0.370%
YAVAPAI	4.291%
YUMA	2.008%

Exhibit C

Exhibit C

Government Name	County Name	State Name	Government Type	Census ID	Intra-county Allocation (%) Based on Past Spending
APACHE COUNTY					
APACHE COUNTY	Apache County	ARIZONA	County	3100100100000	56.63%
EAGAR TOWN	Apache County	ARIZONA	City	3200100100000	20.66%
SPRINGERVILLE TOWN	Apache County	ARIZONA	City	3200100300000	10.73%
ST JOHNS CITY	Apache County	ARIZONA	City	3200100200000	11.98%
COCHISE COUNTY					
COCHISE COUNTY	Cochise County	ARIZONA	County	3100200200000	63.47%
BENSON CITY	Cochise County	ARIZONA	City	3200200100000	3.52%
BISBEE CITY	Cochise County	ARIZONA	City	3200200200000	3.47%
DOUGLAS CITY	Cochise County	ARIZONA	City	3200200300000	8.44%
HUACHUCA CITY TOWN	Cochise County	ARIZONA	City	3200250100000	0.91%
SIERRA VISTA CITY	Cochise County	ARIZONA	City	3200200400000	16.63%
TOMBSTONE CITY	Cochise County	ARIZONA	City	3200200500000	1.16%
WILLCOX CITY	Cochise County	ARIZONA	City	3200200600000	2.39%
COCONINO COUNTY					
COCONINO COUNTY	Coconino County	ARIZONA	County	3100300300000	71.16%
FLAGSTAFF CITY	Coconino County	ARIZONA	City	3200300100000	18.45%
FREDONIA TOWN	Coconino County	ARIZONA	City	3200300300000	0.31%
PAGE CITY	Coconino County	ARIZONA	City	3200390100000	3.41%
SEDONA CITY	Coconino County	ARIZONA	City	3201340200000	4.09%
TUSAYAN TOWN	Coconino County	ARIZONA	City	3200310100000	0.67%
WILLIAMS CITY	Coconino County	ARIZONA	City	3200300200000	1.92%
GILA COUNTY					
GILA COUNTY	Gila County	ARIZONA	County	3100400400000	68.13%
GLOBE CITY	Gila County	ARIZONA	City	3200400100000	10.23%

HAYDEN TOWN	Gila County	ARIZONA	City	3200450100000	2.31%
MIAMI TOWN	Gila County	ARIZONA	City	3200400200000	2.71%
PAYSON TOWN	Gila County	ARIZONA	City	3200490100000	16.17%
STAR VALLEY TOWN	Gila County	ARIZONA	City	3200410100000	0.35%
WINKELMAN TOWN	Gila County	ARIZONA	City	3200400300000	0.10%
GRAHAM COUNTY					
GRAHAM COUNTY	Graham County	ARIZONA	County	3100500500000	62.26%
PIMA TOWN	Graham County	ARIZONA	City	3200500100000	2.22%
SAFFORD CITY	Graham County	ARIZONA	City	3200500200000	26.83%
THATCHER TOWN	Graham County	ARIZONA	City	3200500300000	8.68%
GREENLEE COUNTY					
GREENLEE COUNTY	Greenlee County	ARIZONA	County	3100600600000	88.29%
CLIFTON TOWN	Greenlee County	ARIZONA	City	3200600100000	11.43%
DUNCAN TOWN	Greenlee County	ARIZONA	City	3200600200000	0.28%
LA PAZ COUNTY					
LA PAZ COUNTY	La Paz County	ARIZONA	County	3101501500000	88.71%
PARKER TOWN	La Paz County	ARIZONA	City	3201560100000	5.19%
QUARTZSITE TOWN	La Paz County	ARIZONA	City	3201540100000	6.11%
MARICOPA COUNTY					
MARICOPA COUNTY	Maricopa County	ARIZONA	County	3100700700000	51.53%
APACHE JUNCTION CITY	Maricopa County	ARIZONA	City	3201160100000	0.38%
AVONDALE CITY	Maricopa County	ARIZONA	City	3200700100000	0.98%
BUCKEYE TOWN	Maricopa County	ARIZONA	City	3200700200000	0.46%
CAREFREE TOWN	Maricopa County	ARIZONA	City	3200740100000	0.04%
CAVE CREEK TOWN	Maricopa County	ARIZONA	City	3200740200000	0.06%
CHANDLER CITY	Maricopa County	ARIZONA	City	3200700300000	2.86%
EL MIRAGE CITY	Maricopa County	ARIZONA	City	3200700400000	0.39%
FOUNTAIN HILLS TOWN	Maricopa County	ARIZONA	City	3200740400000	0.17%
GILA BEND TOWN	Maricopa County	ARIZONA	City	3200770100000	0.03%

GILBERT TOWN	Maricopa County	ARIZONA	City	3200700500000	1.71%
GLENDALE CITY	Maricopa County	ARIZONA	City	3200700600000	2.63%
GOODYEAR CITY	Maricopa County	ARIZONA	City	3200700700000	0.76%
GUADALUPE TOWN	Maricopa County	ARIZONA	City	3200790100000	0.00%
LITCHFIELD PARK CITY	Maricopa County	ARIZONA	City	3200740300000	0.04%
MESA CITY	Maricopa County	ARIZONA	City	3200700800000	6.06%
PARADISE VALLEY TOWN	Maricopa County	ARIZONA	City	3200750100000	0.34%
PEORIA CITY	Maricopa County	ARIZONA	City	3200700900000	1.51%
PHOENIX CITY	Maricopa County	ARIZONA	City	3200701000000	21.28%
QUEEN CREEK TOWN	Maricopa County	ARIZONA	City	3200740500000	0.11%
SCOTTSDALE CITY	Maricopa County	ARIZONA	City	3200701100000	3.99%
SURPRISE CITY	Maricopa County	ARIZONA	City	3200750200000	0.98%
TEMPE CITY	Maricopa County	ARIZONA	City	3200701200000	3.27%
TOLLESON CITY	Maricopa County	ARIZONA	City	3200701300000	0.27%
WICKENBURG TOWN	Maricopa County	ARIZONA	City	3200701400000	0.10%
YOUNGTOWN TOWN	Maricopa County	ARIZONA	City	3200750300000	0.05%
MOHAVE COUNTY					
MOHAVE COUNTY	Mohave County	ARIZONA	County	3100800800000	62.51%
BULLHEAD CITY CITY	Mohave County	ARIZONA	City	3200840100000	13.10%
COLORADO CITY TOWN	Mohave County	ARIZONA	City	3200840200000	0.61%
KINGMAN CITY	Mohave County	ARIZONA	City	3200800100000	9.91%
LAKE HAVASU CITY CITY	Mohave County	ARIZONA	City	3200860100000	13.87%
NAVAJO COUNTY					
NAVAJO COUNTY	Navajo County	ARIZONA	County	3100900900000	70.29%
HOLBROOK CITY	Navajo County	ARIZONA	City	3200900100000	3.75%
PINETOP-LAKESIDE TOWN	Navajo County	ARIZONA	City	3200940100000	4.75%
SHOW LOW CITY	Navajo County	ARIZONA	City	3200900200000	9.39%
SNOWFLAKE TOWN	Navajo County	ARIZONA	City	3200900300000	2.94%
TAYLOR TOWN	Navajo County	ARIZONA	City	3200980100000	2.68%

WINSLOW CITY	Navajo County	ARIZONA	City	3200900400000	6.19%
PIMA COUNTY					
PIMA COUNTY	Pima County	ARIZONA	County	3101001000000	72.19%
MARANA TOWN	Pima County	ARIZONA	City	3201090200000	2.06%
ORO VALLEY TOWN	Pima County	ARIZONA	City	3201090100000	1.72%
SAHUARITA TOWN	Pima County	ARIZONA	City	3201020100000	0.81%
SOUTH TUCSON CITY	Pima County	ARIZONA	City	3201000100000	0.31%
TUCSON CITY	Pima County	ARIZONA	City	3201000200000	22.91%
PINAL COUNTY					
PINAL COUNTY	Pinal County	ARIZONA	County	3101101100000	53.01%
CASA GRANDE CITY	Pinal County	ARIZONA	City	3201100100000	5.54%
COOLIDGE CITY	Pinal County	ARIZONA	City	3201100200000	1.68%
ELOY CITY	Pinal County	ARIZONA	City	3201100300000	34.98%
FLORENCE TOWN	Pinal County	ARIZONA	City	3201100400000	1.19%
KEARNY TOWN	Pinal County	ARIZONA	City	3201150100000	0.28%
MAMMOTH TOWN	Pinal County	ARIZONA	City	3201150200000	0.16%
MARICOPA CITY	Pinal County	ARIZONA	City	3201110100000	2.73%
SUPERIOR TOWN	Pinal County	ARIZONA	City	3201190100000	0.44%
SANTA CRUZ COUNTY					
SANTA CRUZ COUNTY	Santa Cruz County	ARIZONA	County	3101201200000	76.78%
NOGALES CITY	Santa Cruz County	ARIZONA	City	3201200100000	22.55%
PATAGONIA TOWN	Santa Cruz County	ARIZONA	City	3201200200000	0.67%
YAVAPAI COUNTY					
YAVAPAI COUNTY	Yavapai County	ARIZONA	County	3101301300000	69.31%
CAMP VERDE TOWN	Yavapai County	ARIZONA	City	3201340100000	0.97%
CHINO VALLEY TOWN	Yavapai County	ARIZONA	City	3201380100000	0.68%
CLARKDALE TOWN	Yavapai County	ARIZONA	City	3201350100000	0.72%
COTTONWOOD CITY	Yavapai County	ARIZONA	City	3201350200000	4.89%

DEWEY-HUMBOLDT TOWN	Yavapai County	ARIZONA	City	3201310100000	1.54%
JEROME TOWN	Yavapai County	ARIZONA	City	3201300100000	0.03%
PRESCOTT CITY	Yavapai County	ARIZONA	City	3201300200000	13.79%
PRESCOTT VALLEY TOWN	Yavapai County	ARIZONA	City	3201360100000	8.09%
YUMA COUNTY					
YUMA COUNTY	Yuma County	ARIZONA	County	3101401400000	66.03%
SAN LUIS CITY	Yuma County	ARIZONA	City	3201460100000	4.80%
SOMERTON CITY	Yuma County	ARIZONA	City	3201400200000	2.24%
WELLTON TOWN	Yuma County	ARIZONA	City	3201480100000	0.61%
YUMA CITY	Yuma County	ARIZONA	City	3201400300000	26.32%

Exhibit D

Exhibit D	
Percent Participation of Cities	Award
0	0%
5	2%
10	4%
15	6%
20	8%
25	10%
30	12%
35	14%
40	16%
45	18%
50	20%
55	22%
60	24%
65	26%
70	28%
75	30%
80	32%
85	34%
90	36%
95	38%
100	40%