



CITY OF CHANDLER SERVICES AGREEMENT NO. NRD-24-OS1

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation, (City), and EMPACT-Suicide Prevention Center (SPC), an Arizona Nonprofit Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties).

RECITALS

A. The City entered the One Arizona Distribution of Opioid Settlement Funds Agreement ("One Arizona Agreement") with the State of Arizona to receive funds for use in implementing opioid abatement strategies to combat community harms caused by the opioid epidemic. The One Arizona Agreement is attached to this Agreement as Exhibit "A."

B. The Contractor provides services that qualify as Opioid Abatement Strategies pursuant to Exhibit A of the One Arizona Agreement.

C. City proposes for Contractor to provide services as described in Exhibit B Scope of Services.

D. Contractor is ready, willing, and able to provide the services described in Exhibit B for the compensation and fees set forth and as described in Exhibit B, which are attached to and made a part of this Agreement by this reference.

E. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

Agreement means the legal agreement executed between the City and the Contractor.

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement.

Days means calendar days.

May, Should means something that is not mandatory but permissible.

Shall, Will, Must means a mandatory requirement.

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit B to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. In performing these services, Contractor will also specifically comply with the applicable Special Conditions that are set forth in Exhibit D. Contractor will provide progress reports to the City according to the schedule referenced in the Scope of Services.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit B during the term of this Agreement.

The term of the Agreement is one year, commencing on July 1, 2024, and terminating on June 30, 2025, unless sooner terminated in accordance with the provisions herein. The City may, at its sole discretion and at no additional cost, extend the term of this Agreement for up to 60 days beyond the expiration of the term by delivering written notice to Contractor within 10 days of the Agreement's expiration, provided that the City gives Contractor preliminary written notice of its intent to extend at least 30 days before the Agreement expires. The preliminary notice does not commit the City to an extension. The Parties may mutually agree to renew the agreement for up to four additional one-year periods of service or portions thereof.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Compensation and Fees. Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit C for performance of the services approved and accepted by the City under this Agreement must not exceed \$50,000. Payment for services includes payment for all costs and expenses defined in the approved services budget that may be incurred by Contractor in the performance of approved services. No additional charges, outside of the approved services budget, will be eligible for payment. Contractor shall bear all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement. Contractor acknowledges that payment will be made from One Arizona Agreement funds and can only be used for Opioid Abatement Strategies approved in Exhibit A of the One Arizona Agreement.

4.2 Invoices. The Contractor shall submit one legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. The City will provide an invoice template upon execution of contract.

4.3 Payments. City reserves the right to implement a cost reimbursement methodology at the beginning of a contract or with 30-day written notice. Cost reimbursement requires the contractor to submit requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for five years following the City's final acceptance of the services under this Agreement. The City reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or schedule of services, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials on City's behalf not covered by this Agreement unless such work is first authorized in writing by the City. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization, Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination.

- a) For Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service or portion thereof provided for in this Agreement for convenience by

providing sixty (60) days written notice to Contractor. In the event of termination for convenience as provided under this paragraph, Contractor will receive compensation in full for services performed to the date of such termination provided that such services are performed in accordance with the provisions of this Agreement. The fee shall be paid in accordance with Section III of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the fee exceed the fee set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final fee.

- b) For cause. The City may terminate this Agreement for cause immediately upon the occurrence of any one or more of the following events: (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where this Agreement has been terminated by City for cause under this paragraph, the termination shall not affect any rights of City against Contractor then existing for breach of this Agreement or which may thereafter accrue.

5.4 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.5 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit D are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.6 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.7 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

Name: Riann Balch
Title: Community Resources Senior Manager
Address: Mail Stop 600
PO Box 4008
Chandler, AZ 85244-4008
Phone: (480)782-4352
Email: riann.balch@chandleraz.gov

For the Contractor

Name: Sandra McNally
Title: Prevention Manager
Address: 618 S. Madison Dr
Tempe, AZ 85281
Phone: (480)784-1514x1219
Email: sandra.mcnally@lafrontera-empact.org

5.8 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.10 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.11 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.12 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.13 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.14 Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must provide notice and submit the qualifications of the new personnel to the City. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the services assigned to this Agreement and replace with new personnel agreed to by the City.

5.15 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors and scope of work to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.16 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.17 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with all applicable codes, ordinances and requirements in performing this Agreement and to permit the City to verify such compliance.

5.18 No Forced Uyghur Labor. By entering into this Agreement, Contractor certifies under A.R.S. § 35-394 that Contractor does not currently and agrees for the duration of the contract that Contractor will not use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given 7 business days prior to commencement of the services by the Contractor for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third-party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Rights in Data. City shall have the use of data and reports resulting from this Agreement without additional cost or other restriction except as may be established by law or applicable regulation. Subject to the foregoing, each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance thereunder.

5.26 Data Confidentiality and Security. Personal identifying information, protected health information, financial account information, or restricted City information (together "Confidential Information"), whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files containing Confidential Information. This includes data saved to laptop computers, computerized devices, or removable storage devices. When any Confidential Information, regardless of its format, is no longer necessary or subject to federal or state retention requirements, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that Confidential Information collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of Confidential Information and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be

issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all identified City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - One Arizona Agreement
- Exhibit B - Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.38 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Compliance with School District Policies. If required to provide services on a school district property, Contractor shall comply with said school district's policies applicable to contractors on the premises, including, but not limited to fingerprinting policies. The school district may conduct, and Contractor and its subcontractors shall agree to, a fingerprint check in accordance with A.R.S. § 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the school district. Contractor, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the applicable school district.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor and its subcontractors must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Availability of Funds. Every payment obligation under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated or available for the continuance of this Agreement, this Agreement may be terminated by the City. No liability shall accrue to the City in the event the foregoing provision is exercised, and the City will not be obligated or liable for any future payments or for any damages as a result of such termination.

5.43 Emergency Purchases. City reserves the rights to purchase from other sources those services and/or items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.44 Non-Exclusive Agreement. This Agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.45 Budget Approval Into Next Fiscal Year. This Agreement will commence on July 1, 2024 (the "Effective Date") and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

The Parties have executed this Agreement on this _____ day of _____, 2024
(Executed Date).

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney *DMG*

ATTEST:

By: _____
City Clerk

**EXHIBIT A TO AGREEMENT
ONE ARIZONA AGREEMENT**

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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Its: _____

Its: _____

SPRINGERVILLE TOWN

ST JOHNS CITY

By: _____

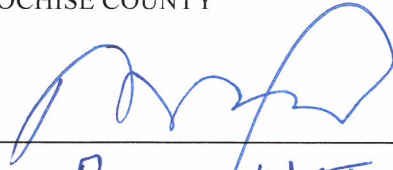
By:  _____

Its: _____

Its: Mayor _____

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

By: _____
Its: _____

TOMBSTONE CITY

By: _____
Its: _____

WILLCOX CITY

By: _____
Its: _____

COCHISE COUNTY CITIES & TOWNS

BENSON CITY


By: Joe A. Konrad
Its: Mayor

BISBEE CITY

By: _____
Its: _____

DOUGLAS CITY

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Its: _____

HUACHUCA CITY TOWN

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SIERRA VISTA CITY

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COCHISE COUNTY

COCHISE COUNTY

BENSON CITY

By: _____

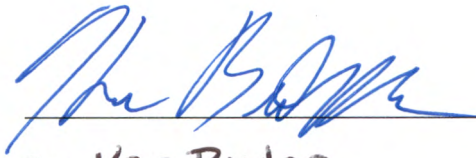
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BISBEE CITY

DOUGLAS CITY



By: Ken Budge

By: _____

Its: Mayer

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HUACHUCA CITY TOWN

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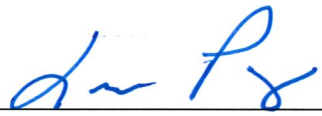
Its: _____

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BISBEE CITY

DOUGLAS CITY

By: _____

By:  Luis Pedroza

Its: _____

Its: Interim City Manager

HUACHUCA CITY TOWN

SIERRA VISTA CITY

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TOMBSTONE CITY

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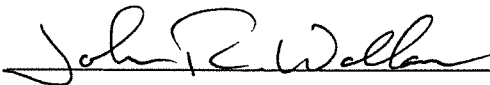
DOUGLAS CITY

By: _____
Its: _____

By: _____
Its: _____

HUACHUCA CITY TOWN

SIERRA VISTA CITY


By: Johann R. Wallace
Its: MAYOR

By: _____
Its: _____

TOMBSTONE CITY

WILLCOX CITY

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COCHISE COUNTY

COCHISE COUNTY

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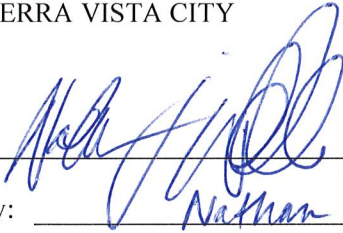
BENSON CITY

By: _____
Its: _____

DOUGLAS CITY

By: _____
Its: _____

SIERRA VISTA CITY

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

WILLCOX CITY

By: _____
Its: _____

COCHISE COUNTY

COCHISE COUNTY

BENSON CITY

By: _____

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Its: _____

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BISBEE CITY

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HUACHUCA CITY TOWN

SIERRA VISTA CITY

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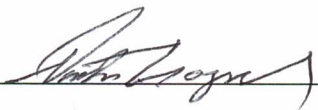
By: _____

Its: _____

Its: _____

TOMBSTONE CITY

WILLCOX CITY

 _____

By: DUSTIN ESCAPULE

By: _____

Its: MAYOR

Its: _____

COCHISE COUNTY

COCHISE COUNTY

BENSON CITY

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BISBEE CITY

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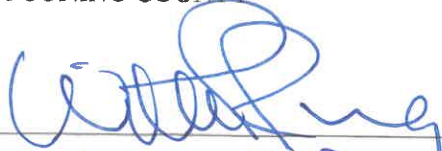
WILLCOX CITY

By: _____
Its: _____

By: Caleb Blaschke
Its: City Manager

COCONINO COUNTY

COCONINO COUNTY


By: William P. Rind
Its: County Attorney

FLAGSTAFF CITY

By: _____
Its: _____

FREDONIA TOWN

By: _____
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PAGE CITY

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SEDONA CITY

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TUSAYAN TOWN

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WILLIAMS CITY

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COCONINO COUNTY

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FLAGSTAFF CITY

By: _____
Its: _____

Greg Clifton

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

FREDONIA TOWN

PAGE CITY

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SEDONA CITY

TUSAYAN TOWN

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WILLIAMS CITY

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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: _____

Its: _____

WILLIAMS CITY

By: _____

Its: _____

COCONINO COUNTY

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FLAGSTAFF CITY

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PAGE CITY

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TUSAYAN TOWN

By: _____

Its: _____


VICE MAYOR, JOHN KOCJAN

COCONINO COUNTY

COCONINO COUNTY

FLAGSTAFF CITY

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FREDONIA TOWN

PAGE CITY

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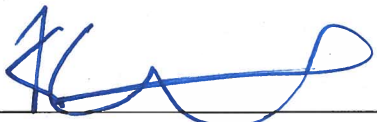
By: _____

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SEDONA CITY

TUSAYAN TOWN



By: Kurt W. Christianson

By: _____

Its: City Attorney

Its: _____

WILLIAMS CITY

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COCONINO COUNTY

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FLAGSTAFF CITY

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FREDONIA TOWN

PAGE CITY

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Its: _____

SEDONA CITY

TUSAYAN TOWN

By: _____

Its: _____

By: Clarinda Vail

Its: Mayor

WILLIAMS CITY

By: _____

Its: _____

COCONINO COUNTY

COCONINO COUNTY

FLAGSTAFF CITY

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WILLIAMS CITY

CITY OF WILLIAMS

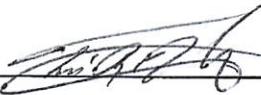
By: J. Pettit

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: _____

Its: _____

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Its: _____

PAYSON TOWN

STAR VALLEY TOWN

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WINKELMAN TOWN

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GILA COUNTY

GILA COUNTY

GLOBE CITY

By: _____
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By:  _____
Its: MAYOR _____

HAYDEN CITY

MIAMI TOWN

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WINKELMAN TOWN

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GILA COUNTY

GILA COUNTY

GLOBE CITY

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By: _____
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HAYDEN CITY

MIAMI TOWN

By: _____
Its: _____

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

PAYSON TOWN

STAR VALLEY TOWN

By: _____
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By: _____
Its: _____

WINKELMAN TOWN

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Its: _____

GILA COUNTY

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HAYDEN CITY

MIAMI TOWN

By: _____
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By: _____
Its: _____

PAYSON TOWN

STAR VALLEY TOWN

By: Ch P Gounsey
Its: Mayor

By: _____
Its: _____

WINKELMAN TOWN

By: _____
Its: _____

GILA COUNTY

GILA COUNTY

GLOBE CITY

By: _____

By: _____

Its: _____

Its: _____

HAYDEN CITY

MIAMI TOWN

By: _____

By: _____

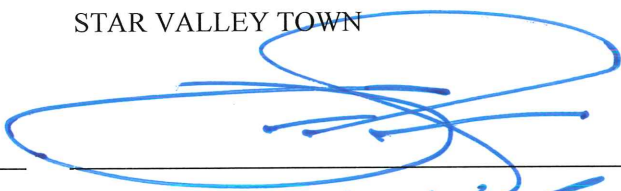
Its: _____

Its: _____

PAYSON TOWN

STAR VALLEY TOWN

By: _____

By:  Timothy W. Gaier

Its: _____

Its: Town manager / attorney

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:

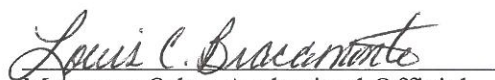
1. **City/Town Assignment of Funds:** All funds that otherwise would have been received by the City/Town under the default allocation set out in Ex. C to the *Distribution Agreement* are hereby assigned to the County.
2. **City/Town Assignment of Related Powers:** The City/Town also assigns to the County 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

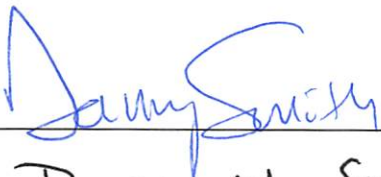

Mayor or Other Authorized Official

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: _____

Its: _____



By: VERNON BATLY

Its: TOWN MANAGER

SAFFORD CITY

THATCHER TOWN

By: _____

Its: _____

By: _____

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: _____

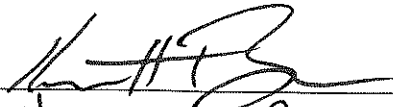
Its: _____

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

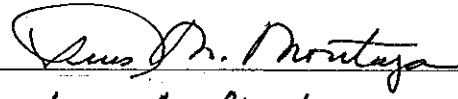
CLIFTON TOWN

By: _____

Its: _____

By: _____

Its: _____



Luis M. Montoya

MAYOR

DUNCAN TOWN

By: _____

Its: _____

GREENLEE COUNTY

GREENLEE COUNTY

CLIFTON TOWN

By: _____

Its: _____

By: _____

Its: _____

DUNCAN TOWN



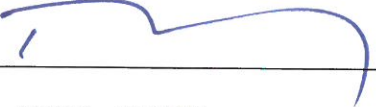
By: Anne Thurman

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

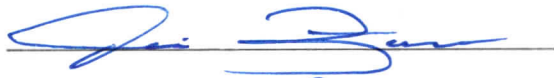
By: _____

Its: _____

By: _____

Its: _____

QUARTZITE TOWN



By: Tim Ferguson

Its: Town Manager

MARICOPA COUNTY

MARICOPA COUNTY

APACHE JUNCTION CITY



By: THOMAS P. LIDDY

Its: Chief, Civil Serv. Div. MCAD

By: _____

Its: _____

AVONDALE CITY

BUCKEYE TOWN

By: _____

Its: _____

By: _____

Its: _____

CAREFREE TOWN

CAVE CREEK TOWN

By: _____

Its: _____

By: _____

Its: _____

CHANDLER CITY

EL MIRAGE CITY

By: _____

Its: _____

By: _____

Its: _____

FOUNTAIN HILLS TOWN

GILA BEND TOWN

By: _____

Its: _____

By: _____

Its: _____

MARICOPA COUNTY

MARICOPA COUNTY

APACHE JUNCTION CITY

By: _____

By: Matthew E Busby

Its: _____

Its: Assistant City Manager

9/25/2021

AVONDALE CITY

BUCKEYE TOWN

By: _____

By: _____

Its: _____

Its: _____

CAREFREE TOWN

CAVE CREEK TOWN

By: _____

By: _____

Its: _____

Its: _____

CHANDLER CITY

EL MIRAGE CITY

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Its: _____

Its: _____

FOUNTAIN HILLS TOWN

GILA BEND TOWN

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By: _____

Its: _____

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: _____

By: _____

Its: _____

FOUNTAIN HILLS TOWN

GILA BEND TOWN

By: _____

Its: _____

By: _____

Its: _____

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

By: _____

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Its: _____

Its: _____

MARICOPA COUNTY

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APACHE JUNCTION CITY

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AVONDALE CITY

BUCKEYE TOWN

By: _____

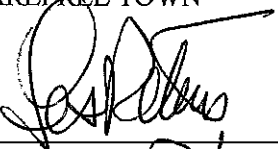
By: _____

Its: _____

Its: _____

CAREFREE TOWN

CAVE CREEK TOWN

By: 
Les Peterson

By: _____

Its: MAYOR

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: _____

Its: _____

Its: _____

CAREFREE TOWN

CAVE CREEK TOWN

By: _____

By: *Erin Benth*

Its: _____

Its: *Mayor*

CHANDLER CITY

EL MIRAGE CITY

By: _____

By: _____

Its: _____

Its: _____

FOUNTAIN HILLS TOWN

GILA BEND TOWN

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MARICOPA COUNTY

MARICOPA COUNTY

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AVONDALE CITY

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By: _____

Its: _____

CAREFREE TOWN

CAVE CREEK TOWN

By: _____

Its: _____

By: _____

Its: _____

CHANDLER CITY

EL MIRAGE CITY



By: Kelly Y. Schwab

Its: City Attorney

By: _____

Its: _____

FOUNTAIN HILLS TOWN

GILA BEND TOWN

By: _____

Its: _____

By: _____

Its: _____

MARICOPA COUNTY

MARICOPA COUNTY

APACHE JUNCTION CITY

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AVONDALE CITY

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CAREFREE TOWN

CAVE CREEK TOWN

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By: _____

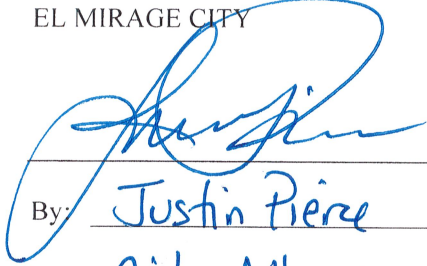
Its: _____

CHANDLER CITY

EL MIRAGE CITY

By: _____

Its: _____

By:  Justin Pierce

Its: City Attorney

FOUNTAIN HILLS TOWN

GILA BEND TOWN

By: _____

Its: _____

By: _____

Its: _____

MARICOPA COUNTY

MARICOPA COUNTY

APACHE JUNCTION CITY

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AVONDALE CITY

BUCKEYE TOWN

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CAREFREE TOWN

CAVE CREEK TOWN

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Its: _____

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

By: _____
Its: _____

BUCKEYE TOWN

By: _____
Its: _____

CAREFREE TOWN

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Its: _____

CAVE CREEK TOWN

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CHANDLER CITY

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EL MIRAGE CITY

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GILBERT TOWN

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GLENDALE CITY

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GOODYEAR CITY

By: _____
Its: _____

GUADALUPE TOWN

By: _____
Its: _____

LITCHFIELD PARK CITY

By: _____
Its: _____

[Handwritten signatures and dates]
11.5.21

MARICOPA COUNTY

GILBERT TOWN



By: Brigitte Peterson

Its: Mayor

GLENDALE CITY

By: _____

Its: _____

GOODYEAR CITY

By: _____

Its: _____

GUADALUPE TOWN

By: _____

Its: _____

LITCHFIELD PARK CITY

By: _____

Its: _____

MESA CITY

By: _____

Its: _____

PARADISE VALLEY TOWN

By: _____

Its: _____

PEORIA CITY

By: _____

Its: _____

PHOENIX CITY

By: _____

Its: _____

QUEEN CREEK TOWN

By: _____

Its: _____

MARICOPA COUNTY

GILBERT TOWN

By: _____

Its: _____

GLENDALE CITY

By: JERRY WIENERS

Its: MAYOR

GOODYEAR CITY

By: _____

Its: _____

GUADALUPE TOWN

By: _____

Its: _____

LITCHFIELD PARK CITY

By: _____

Its: _____

MESA CITY

By: _____

Its: _____

PARADISE VALLEY TOWN

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Its: _____

PEORIA CITY

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PHOENIX CITY

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Its: _____

QUEEN CREEK TOWN

By: _____

Its: _____

MARICOPA COUNTY

GILBERT TOWN

By: _____
Its: _____

GLENDALE CITY

By: _____
Its: _____

GOODYEAR CITY


By: Rorie Massey
Its: City Attorney

GUADALUPE TOWN

By: _____
Its: _____

LITCHFIELD PARK CITY

By: _____
Its: _____

MESA CITY

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PARADISE VALLEY TOWN

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PHOENIX CITY

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QUEEN CREEK TOWN

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MARICOPA COUNTY

GILBERT TOWN

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Its: _____

GLENDALE CITY

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GOODYEAR CITY

By: _____
Its: _____

GUADALUPE TOWN


By: Valerie Molina
Its: Mayor

LITCHFIELD PARK CITY

By: _____
Its: _____

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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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: Thomas L. Schoaf

Its: Mayor

MESA CITY

By: _____

Its: _____

PARADISE VALLEY TOWN

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Its: _____

PEORIA CITY

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PHOENIX CITY

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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: _____

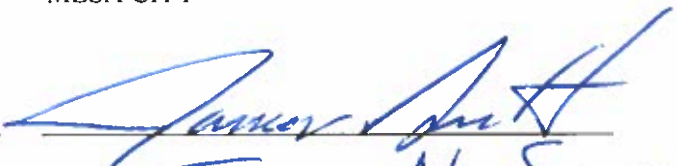
GUADALUPE TOWN

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

By: _____
Its: _____

MARICOPA COUNTY

GILBERT TOWN

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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: _____

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

By: _____

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: _____

Its: _____

By: _____

Its: _____

GOODYEAR CITY

GUADALUPE TOWN

By: _____

Its: _____

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LITCHFIELD PARK CITY

MESA CITY

By: _____

Its: _____

By: _____

Its: _____

PARADISE VALLEY TOWN

PEORIA CITY

By: _____

Its: _____

By: _____

Its: _____

PHOENIX CITY

QUEEN CREEK TOWN

By: CRIS MEYER

Its: CITY ATTORNEY

By: _____

Its: _____

MARICOPA COUNTY

GILBERT TOWN

By: _____
Its: _____

GLENDALE CITY

By: _____
Its: _____

GOODYEAR CITY

By: _____
Its: _____

GUADALUPE TOWN

By: _____
Its: _____

LITCHFIELD PARK CITY

By: _____
Its: _____

MESA CITY

By: _____
Its: _____

PARADISE VALLEY TOWN

By: _____
Its: _____

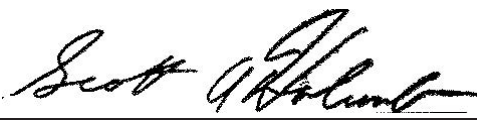
PEORIA CITY

By: _____
Its: _____

PHOENIX CITY

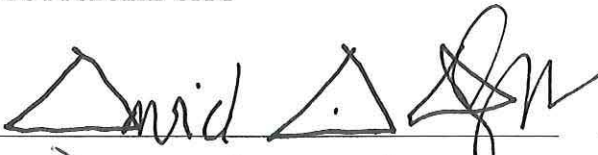
By: _____
Its: _____

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 Lane

TOLLESON CITY

CITY CLERK

By: _____

Its: _____

By: _____

Its: _____

WICKENBURG TOWN

YOUNGTOWN TOWN

By: _____

Its: _____

By: _____

Its: _____

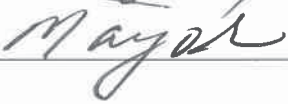
MARICOPA COUNTY

SCOTTSDALE CITY

SURPRISE CITY

By: _____

Its: _____

By: 
Its: 

TEMPE CITY

TOLLESON CITY

By: _____

Its: _____

By: _____

Its: _____

WICKENBURG TOWN

YOUNGTOWN TOWN

By: _____

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MARICOPA COUNTY

SCOTTSDALE CITY

SURPRISE CITY

By: _____

Its: _____

By: _____

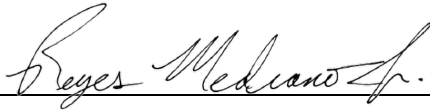
Its: _____

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: _____

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Its: _____

Its: _____

TEMPE CITY

TOLLESON CITY

By: _____

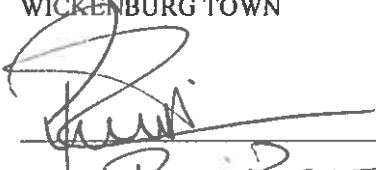
By: _____

Its: _____

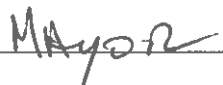
Its: _____

WICKENBURG TOWN

YOUNGTOWN TOWN

By:  _____
RUI PEREIRA

By: _____

Its:  _____
MAYOR

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

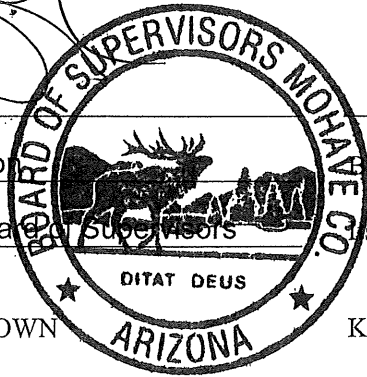
BULLHEAD CITY

By: Buster Johnson

Its: Chairman, Board of Supervisors

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: _____

By: _____

Its: _____

Its: _____

COLORADO CITY TOWN

KINGMAN CITY

By: _____

By: *Jen Miles*

Its: _____

Its: *Mayor*

LAKE HAVASU CITY

By: _____

Its: _____

MOHAVE COUNTY

MOHAVE COUNTY

BULLHEAD CITY

By: _____

By: _____

Its: _____

Its: _____

COLORADO CITY TOWN

KINGMAN CITY

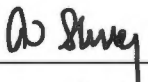
By: _____

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: _____

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Its: _____

WINSLOW CITY

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NAVAJO COUNTY

NAVAJO COUNTY

HOLBROOK CITY

By: _____

By: _____

Its: _____

Its: _____

PINETOP-LAKESIDE TOWN

SHOW LOW CITY

Stephanie Iwini

By: _____

By: _____

Its: _____

Its: _____

SNOWFLAKE TOWN

TAYLOR TOWN

By: _____

By: _____

Its: _____

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;

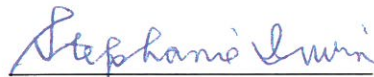
WHEREAS, the Arizona Attorney General has imposed a November 10, 2021, deadline for approval of the Agreement; and

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: _____

By: _____

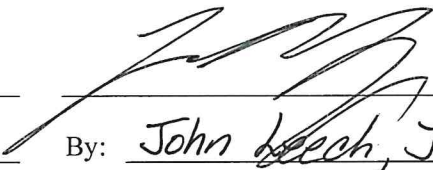
Its: _____

Its: _____

PINETOP-LAKESIDE TOWN

SHOW LOW CITY

By: _____

By:  John Leech, Jr.

Its: _____

Its: Mayor

SNOWFLAKE TOWN

TAYLOR TOWN

By: _____

By: _____

Its: _____

Its: _____

WINSLOW CITY

By: _____

Its: _____

NAVAJO COUNTY

NAVAJO COUNTY

HOLBROOK CITY

By: _____

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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

By: _____

Its: _____

PINETOP-LAKESIDE TOWN

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SNOWFLAKE TOWN

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Its: _____

WINSLOW CITY

By: _____

Its: _____

HOLBROOK CITY

By: _____

Its: _____

SHOW LOW CITY

By: _____

Its: _____

TAYLOR TOWN

By: Jason C Brubaker

Its: Vice Mayor

JASON C BRUBAKER 11/10/21

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

Robert W. Cano
By: Robert W. Cano
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: _____

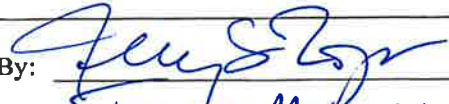
Its: _____

PIMA COUNTY

PIMA COUNTY

MARANA TOWN

By: _____
Its: _____

By: 
Its: Towne M. Hest

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

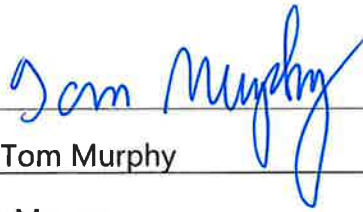
By: _____
Its: _____

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: _____
Its: _____

By: _____
Its: _____

ORO VALLEY TOWN

SAHUARITA TOWN

By: _____
Its: _____

By: _____
Its: _____

SOUTH TUCSON CITY

TUCSON CITY

By: *Hector M Figueroa*
Its: *City Attorney*

By: _____
Its: _____

PIMA COUNTY

PIMA COUNTY

MARANA TOWN

By: _____

Its: _____

By: _____

Its: _____

ORO VALLEY TOWN

SAHUARITA TOWN

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SOUTH TUCSON CITY

TUCSON CITY

By: _____

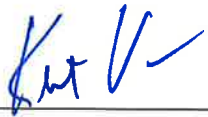
Its: _____

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: _____
Its: _____

By: Larry Rains
Its: City Manager

COOLIDGE CITY

ELOY CITY

By: _____
Its: _____

By: _____
Its: _____

FLORENCE TOWN

KEARNY TOWN

By: _____
Its: _____

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Its: _____

MAMMOTH TOWN

MARICOPA CITY

By: _____
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By: _____
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: _____

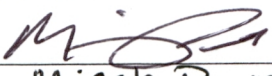
COOLIDGE CITY

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

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Its: _____

PINAL COUNTY

PINAL COUNTY

CASA GRANDE CITY

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COOLIDGE CITY

ELOY CITY

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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: _____

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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: _____
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JEROME TOWN

PRESCOTT CITY

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Its: _____

PRESCOTT VALLEY TOWN

By: _____
Its: _____

YAVAPAI COUNTY

~~YAVAPAI COUNTY~~ Chino Valley
Town

Jackie Miller

By: _____

Its: MAYOR _____

CAMP VERDE TOWN

By: _____

Its: _____

CHINO VALLEY TOWN

CLARKDALE TOWN

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COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN

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JEROME TOWN

PRESCOTT CITY

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PRESCOTT VALLEY TOWN

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YAVAPAI COUNTY

YAVAPAI COUNTY

CAMP VERDE TOWN

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CHINO VALLEY TOWN

CLARKDALE TOWN

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Its: _____

By: *Robyn Prud'homme-Bauer*
Its: *Mayor*

COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN

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JEROME TOWN

PRESCOTT CITY

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PRESCOTT VALLEY TOWN

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YAVAPAI COUNTY

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CAMP VERDE TOWN

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CHINO VALLEY TOWN

CLARKDALE TOWN

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COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN

 _____

By: Tim Elinski

By: _____

Its: Mayor

Its: _____

JEROME TOWN

PRESCOTT CITY

By: _____

By: _____

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Its: _____

PRESCOTT VALLEY TOWN

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Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

CAMP VERDE TOWN

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CHINO VALLEY TOWN

CLARKDALE TOWN

By: _____

By: _____

Its: _____

Its: _____

COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN

By: _____

By:  _____

Its: _____

Its: 11/2/2001 Mayor

JEROME TOWN

PRESCOTT CITY

By: _____

By: _____

Its: _____

Its: _____

PRESCOTT VALLEY TOWN

By: _____

Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

CAMP VERDE TOWN

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CHINO VALLEY TOWN

CLARKDALE TOWN

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COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN

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Its: _____

JEROME TOWN

PRESCOTT CITY

By:  _____

Its: Mayor _____

By: _____

Its: _____

PRESCOTT VALLEY TOWN

By: _____

Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

CAMP VERDE TOWN

By: _____

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CHINO VALLEY TOWN

CLARKDALE TOWN

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COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN

By: _____

Its: _____

By: _____

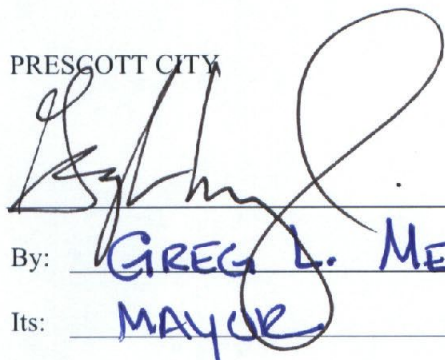
Its: _____

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: Kell Palguta

Its: Mayor

Approved As To Form: 25
Ivan Gogler
Town Attorney
Attest: Felicia [Signature], 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: Berardo Sanchez
Its: Mayor

SOMERTON CITY

WELLTON TOWN

By: _____

Its: _____

By: _____

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YUMA CITY

By: _____

Its: _____

YUMA COUNTY

YUMA COUNTY

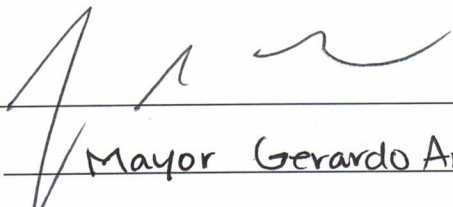
SAN LUIS CITY

By: _____
Its: _____

By: _____
Its: _____

SOMERTON CITY

WELLTON TOWN

By:  Mayor Gerardo Anaya
Its: Mayor

By: _____
Its: _____

YUMA CITY

By: _____
Its: _____

YUMA COUNTY

YUMA COUNTY

SAN LUIS CITY

By: _____

By: _____

Its: _____

Its: _____

SOMERTON CITY

WELLTON TOWN

By: _____



By: Cecilia McCollough

Its: _____

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%

EXHIBIT B TO AGREEMENT SCOPE OF SERVICES

SCOPE OF WORK

EMPACT-SPC's "Youth Opioid Prevention Program" addresses youth substance abuse prevention, including the prevention of opioid use/abuse. The target population for this project will be youth, ages 10-17, within the City of Chandler, and their parents/guardians. Major risk factors include drug availability, drug-using peers, and lack of parental supervision. Major protective factors include good coping and problem-solving skills, strong community attachment, and positive norms. A minimum of 625 youth will be served.

Two evidenced-based curricula, Too Good for Drugs and Operation Prevention will be used to provide alcohol and drug prevention and opioid education. Too Good for Drugs is a school-based prevention program that focuses on building resiliency in students by teaching social competencies that reduce risk factors and build protective factors. Risk factors include drug-using peers and norms favoring alcohol and drug use. Protective factors include good coping and problem-solving skills, and positive norms. The program educates youth about the negative effects of drug use and the benefits of being drug-free while developing skills to increase positive decision-making, goal setting, self-respect, and how to resist peer pressure. Too Good for Drugs consists of 10 lessons presented in weekly, 1-hour sessions, to students in a classroom/group setting. The Too Good for Drugs curriculum also has a parent component, which includes a newsletter for parents, to extend prevention skills and messages into the home environment. Parents will be invited to participate in an educational workshop at each school/program site to increase their knowledge about the negative effects of drug/alcohol use, and how to support a message of 'non-use' in the home. Lack of parental supervision is a major risk factor addressed in this program component, while parental support will be the major protective factor to be fostered.

The Operation Prevention curricula is a national program developed by the Drug Enforcement Administration (DEA) and Discovery Education. The program is designed for you grades 6-12 to address substance misuse in schools and communities, and the opioid health crisis. The use of this curriculum meets Strategy 4 from the Arizona's Prescription Drug Misuse and Abuse Initiative, which focuses on increasing public awareness about prescription drug misuse and abuse. Built for a 45-60-minute time block, Operation Prevention complements other substance abuse prevention programs such as Too Good for Drugs, or it can be a stand-alone presentation.

OUTCOMES

EMPACT will provide 6,250 hours of service. The program objectives/outcomes include the following:

1. Participants will demonstrate a 15% increase in knowledge about the harmful effects of alcohol and other drugs of abuse, including opioids, using a program pre/post-test.
2. Participants will demonstrate a 15% increase in knowledge of pro-social attitudes and resistance skills, using a program pre/post-test.

REPORTING REQUIREMENTS

Prior to implementation, contractor shall develop and/or share the projects evaluation plan with the city that should include metrics for how success will be measured and opportunities for improvement.

Prior to implementation, Contractor will submit any training or educational materials to the city for review and approval.

Contractor shall provide quarterly and annual reports using a template to be provided by the city, which will include:

- A. Narrative description of project activities achieved during specified timeframe
- B. Accomplishments/success stories and challenges
- C. Staffing changes
- D. Current budget and description of any over or underspending
- E. Evaluation metrics (e.g. actual numbers served)

All underlying documentation for the reporting shall be retained for a minimum of five years, notwithstanding any other applicable documentation retention or destruction policy, in order to facilitate verification that funds have been used for the approved purpose for which funds have been awarded.

Additional reporting requirements may be required by the city at any time.

MONITORING

The primary purpose of monitoring is to ensure that One Arizona Agreement funds are being invested in the manner stated in this Scope of Services and Exhibit B, and confirm that Contractor is otherwise in compliance with this Agreement. City staff monitor Contractors through reporting and onsite visits. Onsite visits may include an agency visit demonstrating Contractor's performance of the services and providing an opportunity for City staff to observe operations.

City staff will coordinate with Contractor to schedule onsite monitoring at a mutually agreed upon time. City staff will let agencies know the number of participants in advance. In the event that Contractor chooses to include program participants in the tour, Contractor must ensure participant consent in accordance with state and federal laws, as applicable. Photographs and/or video may be taken only with permission of all participants and in accordance with Contractor's policy.

Should significant concerns be identified during a monitoring visit, City staff will notify the Contractor contact by phone and follow-up with a written report outlining concerns. Contractor must respond in writing as directed in the written report. The City reserves the right to perform follow-up visits to ensure concerns have been rectified.

ADDITIONAL SERVICES

The Contractor may provide other related services upon request from the City.

**EXHIBIT C TO AGREEMENT
COMPENSATION AND FEES**

SERVICES BUDGET

(A) Cost Component	(B) Chandler Costs
Salaries & Wages	\$ 32,751.00
Fringe Benefits	\$ 9,079.00
TOTAL PERSONNEL	\$ 41,830.00
Professional Services	\$ 1,086.00
Phone / Internet	\$ 211.00
Rent	
Utilities	\$ 13.00
Insurance	\$ 159.00
Maintenance	\$ 13.00
Travel/Mileage	\$ 2,500.00
Fingerprinting	
License / Fees	
Education / Training	
Commodities (Materials & Supplies)	
Program / Office Supplies	\$ 1,499.00
Printing	
PPE and Disinfection	
Other - Depreciation	\$ 78.00
Other - Overhead	\$ 2,611.00
Other	
TOTAL OPERATIONS	\$ 8,170.00
TOTAL BUDGET	\$ 50,000.00

SERVICES BUDGET NARRATIVE

Salaries & Wages

Prevention Specialist, 0.625 FTE

The prevention specialist will provide opioid prevention and education services to youth and their parents across the City of Chandler.

The remaining budget categories serve to support the .625 FTEs:

Professional Services include service and contracts provided by outside vendors.

Phone/Internet is the agency-wide telephone and internet systems, and mobile phones for the staff while in the field.

Utilities are the water, electricity, and trash service for the building where staff are located.

Insurance is the general, cyber, and D&O insurance for the agency.

Maintenance includes the cost of general repairs and ongoing maintenance to EMPACT's facility.

Travel/Mileage is to cover the mileage for staff when traveling around Chandler.

Program/Office Supplies includes the cost of incentives for the youth in their participation.

Other includes Depreciation and Overhead which are normal costs of doing business.

ADMINISTRATIVE COSTS

No more than 10% of the Agency's requested funds will be used for program administration and/or evaluation.

EXHIBIT D TO AGREEMENT INSURANCE

INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
1. The Contractor's insurance must contain broad form contractual liability coverage.
 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
 6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
 7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.
- B. *Insurance Cancellation During Term of Contract/Agreement.*
1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.
 2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85244-4008. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.
- C. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT E SPECIAL CONDITIONS

Contractor and Subcontractor Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively Contract Worker(s)) that Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively Background Screening) at Contractor's sole cost and expense as set forth in this Section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a national criminal databased check with source verification, and a sex offender database search. Contract Workers who work directly with children or vulnerable adults as defined in A.R.S. § 46-451A.12 are subject to fingerprint verification through the Arizona Department of Public Safety pursuant to A.R.S. § 41-1750(G)(23).

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, the City reserves the right but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G) (4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Contract.

Contractor Certification. By executing this Agreement, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements as required. A Contract Worker rejected for work under this Agreement shall not be proposed to perform work under other City contracts or engagements without the City's prior written approval.

Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to the City's entry into this Agreement and any breach of this Section by Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Section VII, Paragraph D, Indemnification Clause of the General Conditions, Contractor shall defend, indemnify and hold harmless the City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

Continuing Duty: Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Contractor shall notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section pursuant to Section VII, Paragraph A, "Records/Audit" of the General Conditions.