

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

PARTIES: This Implementation Understanding Concerning the One Arizona Distribution of Opioid Settlement Funds Agreement (the “*Understanding*”) is between Maricopa County (the “*County*”) and the City of El Mirage (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;

The *Distribution Agreement* (at ¶ C.3) provides that Participating Counties shall distribute the funds allocated to the *County* amongst the Participating Cities and Towns pursuant to Ex. C to the *Distribution Agreement*, which sets out the default allocation;

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.

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 16th day of September, 2025.

MARICOPA COUNTY

CITY OF EL MIRAGE

County Attorney

Alexis A. Hermosillo, Mayor

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